

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE, CHENNAI**

O.A. NO. 199 of 2021 (SZ)

IN THE MATTER OF:

Sri. Shankar Narayanan Bala Krishnan,
Telangana and Ors

...Applicant(s)

Versus

State of Telangana and Ors

...Respondents(s)

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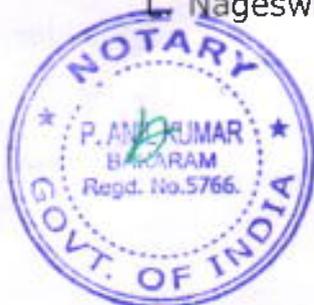
REPORT FILED ON BEHALF OF RESPONDENT NO.6

I, D.S. Lokesh Kumar S/o. Sri. Somaraju, aged about 43 years, Occ: Commissioner, Greater Hyderabad Municipal Corporation, Greater Hyderabad Municipal Corporation, R/o. Hyderabad, do hereby solemnly swear and state on oath as follows:

1. It is respectfully submitted that, I am working as Commissioner of Greater Hyderabad Municipal Corporation (GHMC), Hyderabad. As such, I am well acquainted with the facts of the case. Further, I am deposing this report in view of the orders dated: 22.11.2021 of the Hon'ble National Green Tribunal, South Zone in OA No. 199 of 2021 basing on the records available with the respondent Corporation.

A. Status of the petition filed in the Hon'ble Supreme Court of India appealing against the orders dt: 14.02.2020 of the Hon'ble National Green Tribunal, Principal Bench in OA No. 606 of 2018:

2. It is respectfully submitted that,
- i. A petition was filed in the Hon'ble Supreme Court of India vide Dairy No. 8943/2021 with regards to the extent of Hon'ble National Green tribunal order dated 14.02.2020 on capping of old dump at Jawharnagar in O.A No. 606 of 2018 and order dated: 18.02.2021 in RA No. 02/2021 of OA No. 606/2018.
 - ii. The case was listed for hearing in Supreme Court before Justice L. Nageswara Rao and Justice S. Ravindra Bhat and the Hon'ble



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Greater Hyderabad Municipal Corporation

Supreme Court has directed the appellant i.e. Greater Hyderabad Municipal Corporation (GHMC) to file additional affidavit detailing why Capping of the legacy dump at Jawaharnagar MSW Treatment & Disposal Facility is the preferred option when compared to bio-mining.

- iii. Greater Hyderabad Municipal Corporation (GHMC) filed an Additional Affidavit vide DoC No. 114584/2021 on 11.09.2021 and the same is pending for further hearing.

B. Status of the (03) Alternative Sites for Treatment and Disposal of Municipal Solid Waste of Greater Hyderabad Municipal Corporation (GHMC):

3. It is respectfully submitted that, following is the status of the alternative sites at Pyaranagar village, Gummadidala Mandal, Sangareddy District:

- i. The Revenue Department has identified 152 acres of suitable land at Pyaranagar Village and in turn Greater Hyderabad Municipal Corporation has taken advance possession of the land.
- ii. Greater Hyderabad Municipal Corporation addressed a request letter to the Principal Chief Conservator of Forest (PCCF), Govt. of Telangana on 13.09.2019 for diversion of forest land to the extent of 0.6228 ha of Nallavelly Reserve Forest adjacent to the above said site for formation of an approach road to the site.
- iii. On 11.04.2020, as per existing rules, Greater Hyderabad Municipal Corporation conducted Differential Global Positioning System (DGPS) survey of the required portion of Forest land and submitted the required set of documents along with raw data of the survey to Principal Chief Conservator of Forest, Government of Telangana on 17.06.2020 vide Lr.No.594/AC(H&S)/EE(SWM)/2015 [enclosed as **Annexure R1**] for processing of diversion of Forest land.
- iv. The Forest Dept. has requested to conduct Recognition of Forest Rights (RoFR) for diversion of land for approach road and therefore a letter was addressed to the District Collector, Sangareddy on 25.08.2020 [enclosed as **Annexure R2**] for conducting the same.
- v. The District Collector, Sangareddy (D) vide Lr. No.E3/1456/2020 dt:01.10.2020 has addressed a letter to the Tahsildar,

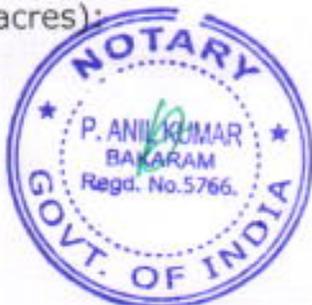


F 7 DEC 2021

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Gummadidala (M) to conduct Grama Sabha to finalize RoFR claims.[enclosed as **Annexure R3**]

- vi. After conducting Grama Sabhas, RoFR Certificate was issued by the District Collector, Sangareddy on 29.11.2021 [enclosed as **Annexure R4**] and the District Forest Officer, Sangareddy vide Rc. No457/S6/2020 dt:02.12.2021 [enclosed as **Annexure R5**] has submitted the RoFR certificate and other relevant information to the Chief Conservator of Forest (CCF), Medak Circle, Govt. of Telangana for taking further necessary action. The handing over of the approach land in Nallavelly Reserve Forest to the Greater Hyderabad Municipal Corporation is expected to be completed by January 2022.
4. It is respectfully submitted that, following is the status of the alternative site at Khanapur (V), Talakondapally (M) Sy.No.256/2 :
- i. The Collector, Ranga Reddy District on 12.12.2019 accorded permission to Tahsildar, Talakondapally Mandal for handing over the Government land to an extent of Ac. 42- 22 Gts. [enclosed as **Annexure R6**].
 - ii. The Director, Municipal Administration, Government of Telangana State has addressed a letter dated: 20.03.2020 to GHMC, communicating the request of the local Member of Legislative Council (MLC) to drop the proposal for establishing waste processing facility at Khanapur [enclosed as **Annexure R7**].
 - iii. Hence, GHMC has submitted a report to the Government on 08.05.2020 justifying the reasons for the requirement of the site. [enclosed as **Annexure R8**].
 - iv. Government of Telangana on 30.06.2020 has directed the District Collector, Ranga Reddy(D), to resolve the dispute and hand over advance possession of land [enclosed as **Annexure R 9**].
 - v. Present status is that land is yet to be handed over to GHMC.
5. It is respectfully submitted that, following is the status of the alternative site at Lakdaram(V) Patancheruvu(M) Sy.no. 747 (150 acres):



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Greater Hyderabad Municipal Corporation

- 4
- i. Alienation proposal was submitted to the Dist. Collector of Sangareddy Dist. on 22.06.2018. The Collector, Sanga Reddy submitted the proposal to the Chief Commissioner of Land Administration for alienation.
 - ii. The Special Chief Secretary to Govt. on 14.02.2020 has intimated that the proposal be deferred in view of the reason that the said land was allotted to Rajiv Swagruha Corporation Ltd. earlier [enclosed as **Annexure R10**].
 - iii. Subsequently, GHMC has submitted to the Government to take up the issue with the Special Chief Secretary to Govt. and Managing Director for Telangana Rajiv Swagruha Corporation Ltd. [enclosed as **Annexure R11**] so that an alternate land to an extent of Ac. 100 of land in Sy. No.738 proposed by the District Collector SangaReddy located at Lakdaram(V), Patancheru(M) will be alienated to GHMC.
 - iv. Present status is that land is yet to be handed over to GHMC.

C. Implementing the directions issued by the Principal Bench of NGT in O.A. No.606 of 2018 in respect of implementation of the Solid Waste Management Rules, 2016:

6. It is respectfully submitted that, Greater Hyderabad Municipal Corporation is putting maximum efforts to strictly implement the Solid Waste Management Rules'2016 and following actions are taken:

- i.Ensuring Door to Door collection of Municipal Solid Waste by deploying 3,150 numbers of Swachh Auto Tippers with separate chambers for collection of wet and dry wastes in segregated manner. 1,350 more Autos are being procured as per the additional requirement.
- ii.Ensuring Segregation at source by distributing 44 Lakh twin litter bins for storing wet and dry waste in segregated manner.
- iii.Installed 2540 number of twin litter bins in commercial areas for every 100 meters.
- iv.Established (22) number of Secondary Collection and Transfer Points for decentralized collection and transportation of waste from Source as part of modernization of (17) numbers of existing transfer stations. The GHMC is using (63) numbers of Refuse



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Compactor Vehicle (RCV) with tipcart system which act as mobile Secondary Collection and Transfer Points (SCTP).

- v. Existing Tertiary transportation vehicle fleet in the form of open tippers is being replaced by containerized vehicles. So far, 60 number of BS-VI norms compliant Hook-Lift loader vehicles and 120 number of closed containers are procured and 70 more such containers are being mobilized to replace the open tippers
- vi. GPS tracking and QR code scanning system are installed to monitor and track the waste collection & transportation vehicles.
- vii. Ensuring twice a day sweeping (day & night) in commercial areas.
- viii. Encouraging Home composting.
- ix. Ensuring separate storage, collection and transportation for Construction & Demolition (C&D) waste by establishing 2 units of C&D Recycling Plants 500 Tons Per Day.
- x. Encouraging setting up of decentralized waste processing facilities by Bulk Garbage Generators.
- xi. Collection of user fee from waste generators.
- xii. Levying spot fines for persons who litter or fails to comply with the Rules.
- xiii. Resolving the complaints on My GHMC mobile application.
- xiv. A Centralized treatment & disposal plant is in operation with 7000 Tons Per Day capacity duly ensuring disposal of rejects obtained from waste processing into Scientific Landfills as per MSW 2016 rules along with efforts to decentralize the processing facilities.

7. Also, it is respectfully submitted that, a Joint Committee comprising of the following officials was formed in-view of the orders of the Hon'ble National Green Tribunal (SZ), dated: 08.04.2021 in OA No. 94 of 2021(SZ) [enclosed as **Annexure R12**] to ascertain, apart from other issues, as to whether the Solid Waste Management Rules 2016 as well as the directions issued by the Principal Bench of National Green Tribunal, New Delhi in O.A.No.606 of 2018 are being implemented by the local body:

- i. Ms. P. Pravinya, IAS, Zonal Commissioner, Khairatabad Zone, GHMC (Representative of the Commissioner, GHMC)

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- ii. Shri. M Venkateshwarulu, Additional Collector, Hyderabad
(Representative of District Collector, Hyderabad)
- iii. Shri. D Narender, SEE, TSPCB (Representative from TSPCB)

8. It is respectfully submitted that, the Hon'ble National Green Tribunal (SZ) in its orders dated: 21.06.2021 in OA 94 of 2021 (SZ) while accepting the **Joint Committee report** [enclosed as **Annexure R13**] ascertaining that Greater Hyderabad Municipal Corporation is taking all earnest attempts to implement the Solid Waste Management Rules' 2016, disposed the case.
9. Further, in reply to para 11, it is respectfully submitted that, the Concession Agreement [copy of the same is enclosed as **Annexure R14**] entered by Greater Hyderabad Municipal Corporation with the Private operator i.e., M/s. Hyderabad Integrated MSW Ltd. (HiMSW) (Special purpose vehicle of M/s. Ramky Enviro Engineers Ltd) is for implementation of it's Integrated Municipal Solid Waste Management project based on Municipal Solid Waste Rules and includes the following clauses:

Article 12.1.(i) says that "The Concessionaire represents and warrants to GHMC that- it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect "

Where as, it is defined in definition of the Agreement that:

"Applicable Laws" - shall mean all Laws, Acts, Ordinances, Rules, Regulations, Notification & guidelines in force and effect, including MSW Rules, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the period of subsistence of this agreement and applicable to the Project.

"MSW Rules - means the Municipal Solid Waste (Management and Handling) Rules, 2000 framed by the Government of India under the Environment (Protection) Act,1986 (Act 29 of 1986) and includes any



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Greater Hyderabad Municipal Corporation.

statutory Amendments/modifications thereto for re-enactments thereof, for the time being in force."

Hence it is implied that the Concessionaire shall abide by the Solid Waste Management Rules 2016. Further, the directions of the NGT are reviewed with the Concessionaire for compliance related to Treatment and Disposal operations at Jawaharnagar.

Submission & Prayer

- 10. It is respectfully submitted that, the Answering Respondent is deeply committed to continue improvising collection, handling transportation, treatment and subsequent disposal of Municipal Solid Waste and it is humbly submitted that this Hon'ble Tribunal may be pleased to appreciate the strict measures taken by the Answering Respondent duly complying the orders and directions issued to it by the various Government Authorities.
- 11. This respondent may be permitted to file additional report/ affidavit, if this Hon'ble Tribunal need any extra information regarding present matter.

For the aforementioned facts and circumstances, it is therefore prayed that this Hon'ble Tribunal may be pleased to Close/Dismiss OA No. 199 of 2021 and pass such other order or orders as this Hon'ble Tribunal deems fit and proper in the circumstances of the case and interest of Justice.

Sworn and signed on this the day of December, 2021 at Hyderabad


DEPONENT,
Greater Hyderabad Municipal Corporation

Before me

Attestor



ATTESTED

PANIL KUMAR
B.Sc.B.L
ADVOCATE & NOTARY
Regd.No.5766
Appointed by Govt. of India
1-7-181, BAKARAM, MUSHEERABAI
HYDERABAD, TELANGANA

7 DEC 2021

Entered in Notarial Register on

Page No. 48 Serial No. 723

VERIFICATION

I, D.S. Lokesh Kumar S/o. Sri. Soma Raju, aged about 43 years, Occ: Commissioner, Greater Hyderabad Municipal Corporation, R/o Hyderabad, do hereby declare that the contents made in the above paragraphs are true and correct to the best of my knowledge and based on records available with Respondent Corporation and I believe the same to be true and correct. Hence verified on this the day of December, 2021

ADVOCATE


DEPONENT
Commissioner,
Greater Hyderabad Municipal Corporation



7 DEC 2021

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ANNEXURE R1

GREATER HYDERABAD MUNICIPAL CORPORATION

<p>From The Commissioner Greater Hyderabad Municipal Corp. MC Complex, Lower Tankbund Road Hyderabad 500 063</p>	<p>To Prl. Chief Conservator of Forest & (Head of Forest Force), FAC Aranya Bhavan, Hyderabad - 500 004</p>
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Lr.No.594/AC(H&S)/EE(SWM)/2015

Dt.17.06.2020

Madam,

Sub : GHMC - SWM - Proposal for laying approach road to the proposed Municipal Solid Waste Management (MSW) treatment and disposal facility of GHMC at Nallaveli (V), Gummadidala (M), Comp. No.333, Nallaveli RF, Sangareddy District in favour of SE(SWM) - Submission of (7) sets of proposal in accordance to F(C)Act and DD for the verification and authentication of DGPS survey data - Reg.

Ref : PCCF Rc.No.15221/2018-FCA2/Dt.29.05.2020

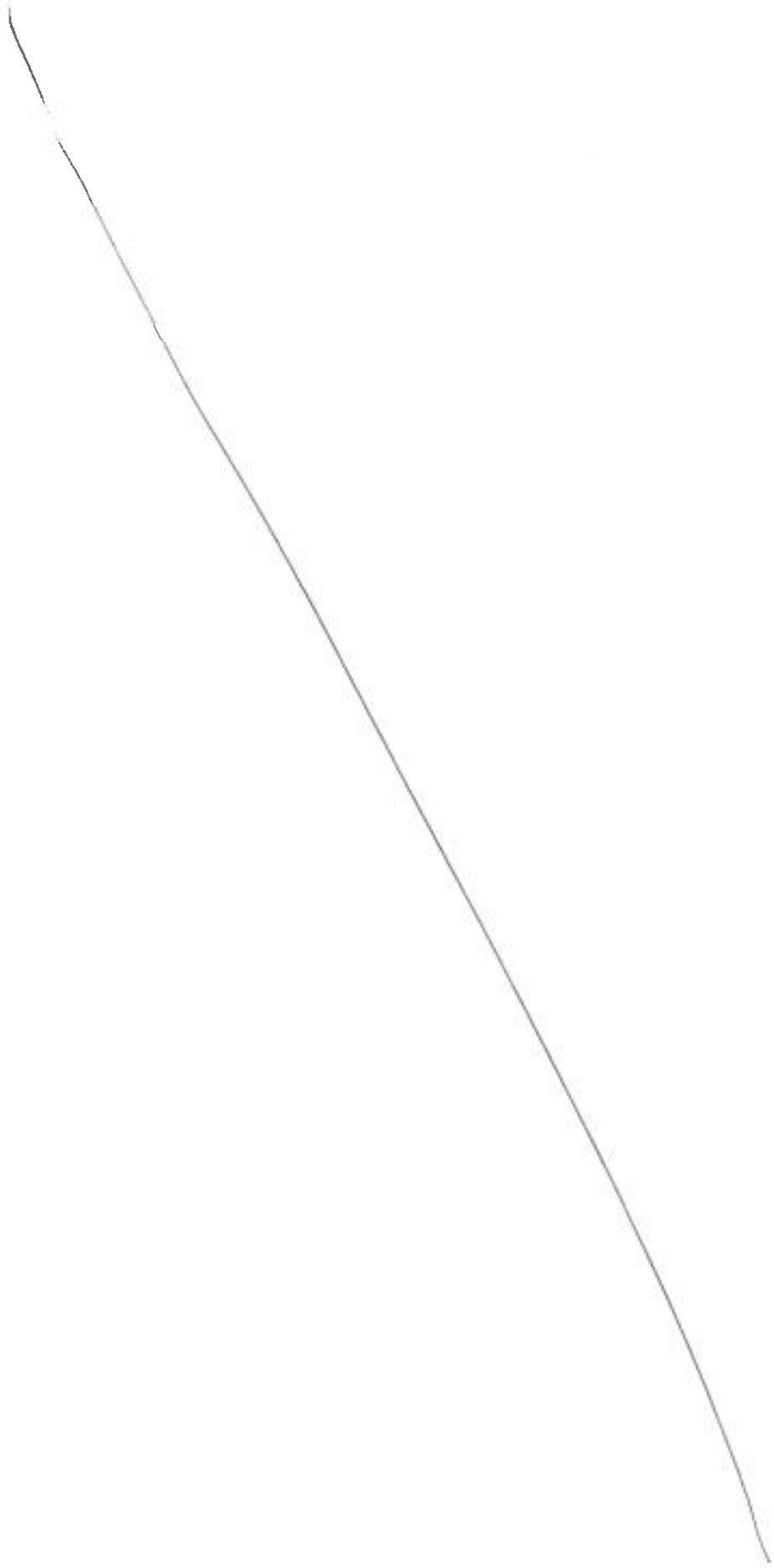
Vide reference cited it was informed that for considering any proposal for diversion of forest land under Forest Conservation Act, 1980 the user agency has to prepare the proposal in complete shape in F(C) Act 1980 for RF area and submit the hard copies to Nodal officer, in (7) sets each for forest division. Also it was requested to deposit amount of Rs. 3000/- in the shape of demand draft for the verification and authentication of DGPS survey data.

In this regard (7) sets of requisite Form A Part-I as Rule 6 of Forest Conservation Act, 1980 alongwith the required maps and demand draft for the verification and authentication of DGPS survey data are hereby submitted for the diversion of 0.6228 Ha. of forest land at Nallaveli (V), Gummadidala (M), Comp. No.333, Nallaveli RF, Sangareddy District for laying approach road to the proposed Municipal Solid Waste Management (MSW) treatment and disposal facility of GHMC.

Enclosure:

- i. (7) sets Form A Part-I as Rule 6 of F(C)Act, 1980
- ii. 1 No. of Demand Draft


 Commissioner
 GHMC

ANNEXURE R3

GREATER HYDERABAD MUNICIPAL CORPORATION

From
The Commissioner,
Greater Hyderabad Municipal Corporation,
CC Complex, Lower Tankbund road,
Hyderabad 500063.

To
The District Collector, Sangareddy,
Integrated Collectorate Complex,
Sangareddy - 502001

Lr.No. 594/AC(H&S)/EE(SWM)/2015

Date: 25.08.2020

Sir,

Sub : GHMC - SWM - Govt. land at Pyaranagar near Nallavalli Village, Gummadidala Mandal handed over to GHMC - Land alienation from Forest dept for laying of approach road to the site - Requested to conduct Grama sabha for ROFR claims - Reg

Ref : 1) Lr. No B/1055/2014 dated:20.12.17 from Tahsildar, Gummadidala (M) submitted to the Collector, Sangareddy.

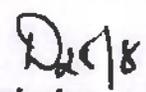
2) T/o Lr. No. 594/AC(H&S)/EE(SWM)/2015 Date: 28.04.2020

It is to inform that the Government land measuring 152.00 acres was handed to GHMC on 31.10.2015 after proper panchanama by the Tahsildar, Jinnaram (Now Gummadidala Mandal). Now, GHMC is planning to establish the Solid Waste Treatment and disposal facility at the above land and also it is to inform that the Hon'ble Minister for MA & UD instructed to start the same by 2nd October' 2020. Further, GHMC is pursuing with the Principal Conservator of forests, Forest Dept., Telangana for handing over of required forest land of 0.6228 Ha In Sangareddy division for formation of approach road between Narsapur Road (SH6) to the said site, which is under process with Forest Department.

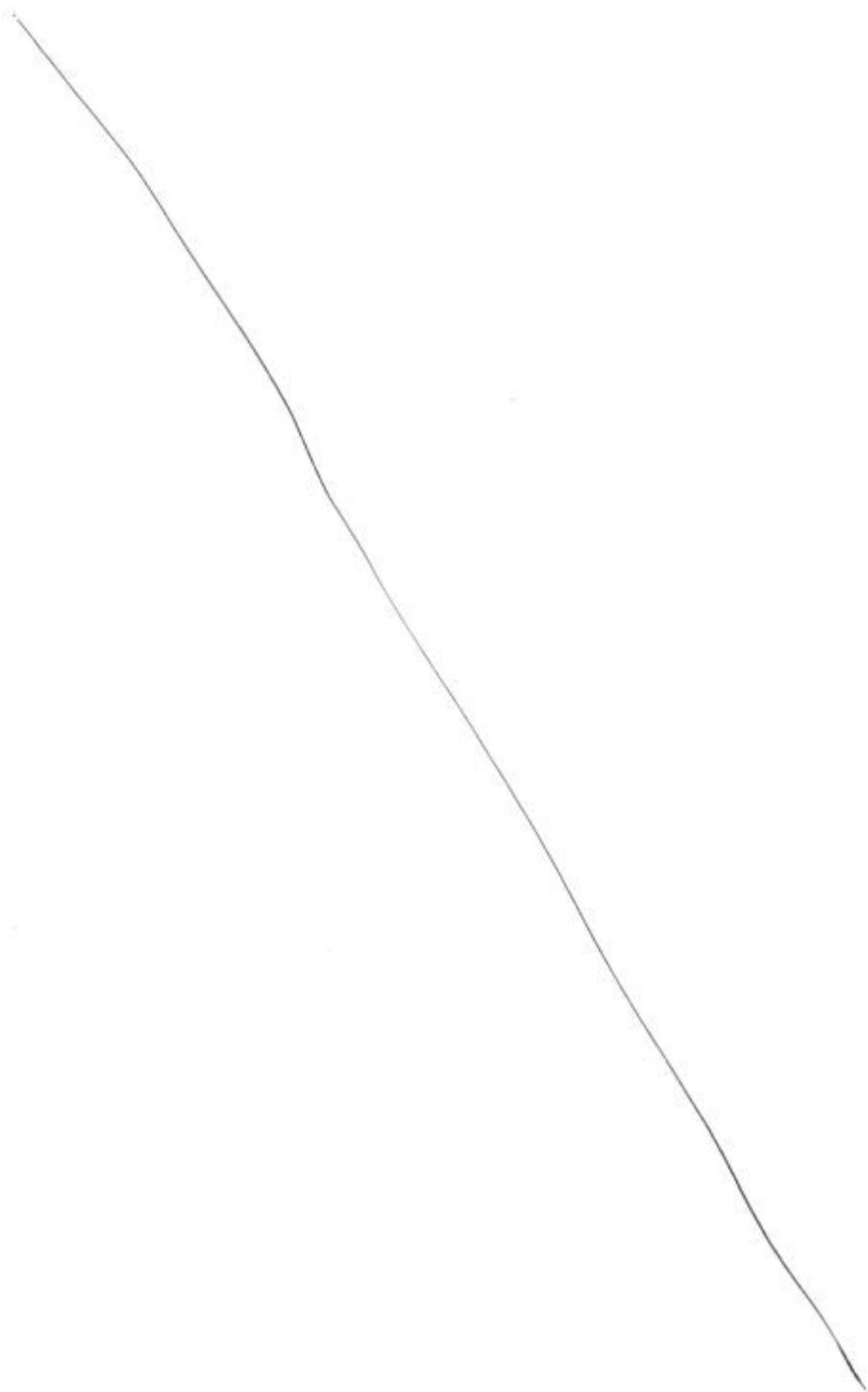
In this regard, you are requested to conduct Grama Sabha to finalize the ROFR claims, if any, for the diversion of Forest Land to the extent needed for laying of approach road at the earliest so as to enable GHMC to start the solid waste processing facility at the above said Govt. land at Pyaranagar village, Gummadidala (M), Sangareddy (D).

Encl: as above

Yours faithfully,


Commissioner, GHMC

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మ్యూజింగర్ గ్రామము
విస్తీర్ణం మం.లం
తేదీ :- 31-10-2015

కుంజనామం

క్రమ సంఖ్య	పంటపేరు	కండ్ల పంటలు పేరు	మొత్తం ఎకరాలు	వృక్షాలు	నియం
1.	Md. Giloum	యోసఫ్ అలీ	44	ముస్లిం	వృక్షాలు వల్లవల్ల
2.	షుసావెడ యోసఫ్	బాలయ్య	34	SC	వృక్షాలు వల్లవల్ల
3.	Md. జుహంగీర్	షుబుద్దీన్	37	ముస్లిం	వృక్షాలు వల్లవల్ల

మేము రీవ్యూ పంపిణీ, గ్రామ రెవెన్యూ కమిషనరీ మ్యూజింగర్, తుంజు రెవెన్యూ ఇన్స్పెక్టర్, జిల్లా గారి పిలుపుపై గ్రామ పంచాయతీ కార్యాలయమున చేతులసి కిడిపేమర్ల మ్యూజింగర్ కియారు సమీపముల సర్వే కేసుల లోకి కం (గ్రాం సంఖ్య) విస్తీర్ణం Ac 152.00 గా చేతులసి కిడిపే కచ్చ భూమిని, సరం జిల్లా రెవెన్యూ మెంట్ కచ్చులపేరం E3/1906/2014 త 27-10-2015 మరియు ఆమోదించారు. జిల్లా కమిషనరీ కుంజనామం 8/1055/2014 త-10-2015 గా కచ్చులను కేసునకించి, కం కచ్చ భూమిని చేతులసి గా G.H.M.C ద్వారా సంఘటింపిన నిటు ప్లాన్, ప్లాన్ కచ్చ కేరింపంపల్ల వారికి మెట్టను గా గ్రాం పంట, విస్తీర్ణం Ac 152.00 గా కుంజనామం మరియు కచ్చులు కేసుల పేరు మరియు పాజిషన్ ఎంబి కచ్చునింపడమైనది ఇట్టే విషయంను కేసు (భూమి కచ్చునింప) విషయములకు కచ్చి విషయంను మెట్టకచ్చుని (P.T.)

జిల్లా పరిషత్తు రకరక యజ్ఞాదికలను నిర్వహించుట
విషయమునకు అనుబంధముగా జిల్లా పరిషత్తు సహకారము
చేయుటకు

సంబంధము

సంబంధము

(జిల్లా పరిషత్తు)
25/10/2015
Panchayat
by Mr.
D. Vankateshwar Rao
(D. Vankateshwar Rao)

- 1. M.D. G... ..
- 2. M. J...
- 3. M.D. J...

Possession Handed over to
G. Krishnaiyah, City Planner
West Zone, G.H.M.C. Secunderabad
on behalf of Zonal Committee, G.H.M.C.

3/10/2015



From
The Commissioner
GHMC
MC Complex, Lower Tankbund Road
Hyderabad 500 063

To
The Pri. Chief Conservator of Forest,
Forest Department,
Govt. of Telangana
Aranya Bhavan, Hyderabad 500 004

Lr.No.594/AC(H&S)/EE(SWM)/2015

Date: 28.01.2020

Sir

- Sub :** GHMC - SWM - Availability of alternate site at Pyaranagar - Proposal for alienation of forest land for approach road - Req - Reg.
- Ref :** 1. T/o. Lr.No.594/AC(H&S)/EE(SWM)/2015, Dt. 13.09.2019
2. T/o. Lr.No.594/EE(SWM)/AC(H&S)/GHMC/ 2018-19 Dt.23.08.2018
3. Hon' ble NGT order on O.A No.780/2017, dt.17-12-2017
4. Tahsildar Jinnaram Mandal Lr.No. 1055/2014, Dt. 28.10.2015

Kind attention is invited to the reference 1st cited wherein it was requested to handover the forest land required for the purpose of formation of approach road to the Government land at Pyaranagar (near Nallavelly village) which is under procession with GHMC at Pyaranagar. In this connection, GHMC has conducted the DGPS survey of required forest land and found that an extent of about Ac.1- 22 Gts (510m X 12.20m) of forest land is required.

Hence, it is requested to kindly consider alienating the forest land to the Superintending Engineer (SWM), GHMC to an extent of about Ac.1- 22 Gts (510m X 12.20m) located at Nallavelly village, Guminadidala Mandal, Sanga Reddy (Dist.) required for the purpose of laying approach road between Narsapur Road(SH6) to the 152 Ac Government land in which GHMC will establish the Municipal Waste Processing and Disposal facility. The DGPS survey map is here with enclosed both in soft and hard copy for reference and necessary action to hand over the land to GHMC.

Encl: As above


28.01.2020
PRL. COF
(HOFF)
ANGANA

COMMISSIONER
GHMC

Signature valid

Digitally signed by LOKESH
KUMAR O S
Date: 2020.04.28 13:45:09 IST
Reason: Approved



ANNEXURE R3

GOVERNMENT OF TELANGANA
OFFICE OF THE DISTRICT COLLECTOR, SANGAREDDY

Lr No E3/1456/2020

Date:01.10.2020.

To,

The Tahsildar,
Gummadidala Mandal.

Sir,

Sub: Govt. land - GHMC - SWM - Sangareddy District & Division -
Gummadidala Mandal - Pyaranagar near Nallavalli Village - Land
alienation from Forest department for laying of approach road to the site
- Requested to conduct Grama Sabha for ROFR claims - Reg.

Ref: The Commissioner, GHMC, Hyderabad, Lr No.594/AC(H&S)/EE
(SWM)/2015, Dated: 25.08.2020.

@@@

I invite your attention to the reference cited, through which the Commissioner, GHMC, Hyderabad informed that the Government land measuring 152.00 Acres situated at Pyaranagar Village of Gummadidala Mandal was handed over to GHMC on 31.10.2015 under proper Panchanama by the Tahsildar, Jinnaram (Now Gummadidala Mandal). At present GHMC is planning to establish the Solid Waste Treatment and disposal facility at the above land and requested to conduct the Grama Sabha to finalize the ROFR claims, if any.

In view of the above you are requested to conduct the Grama Sabha to finalize the ROFR claims if any and report compliance.

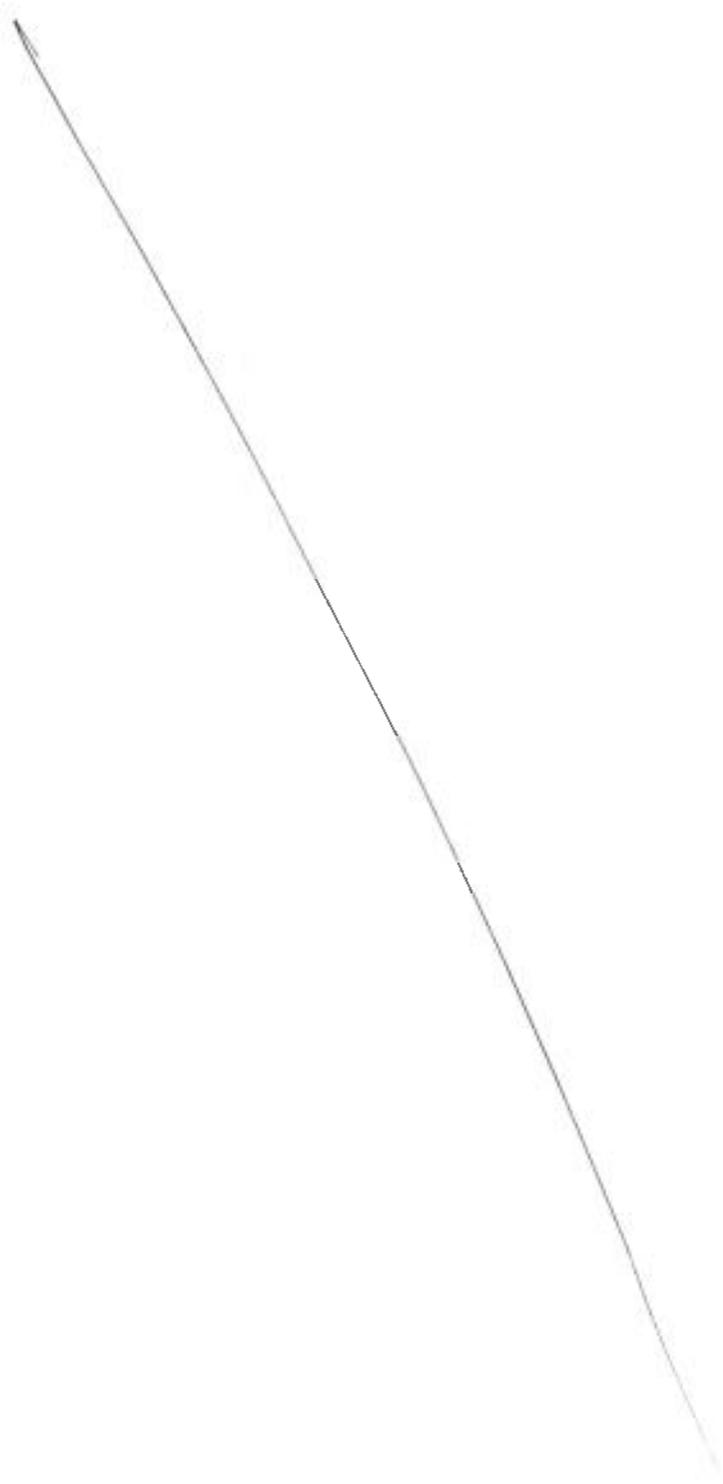
Yours faithfully



for, Collector, Sangareddy

Encl: (As above)

Copy to RDO, Sangareddy for information and necessary action.



ANNEXURE R4

FORM-I
(for linear Projects)

GOVERNMENT OF TELANGANA
OFFICE OF THE DISTRICT COLLECTOR, SANGAREDDY

Re.No. 457/S6/2017

Dated: 29/11/2021

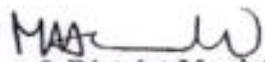
TO WHOM SO EVER IT MAY CONCERN

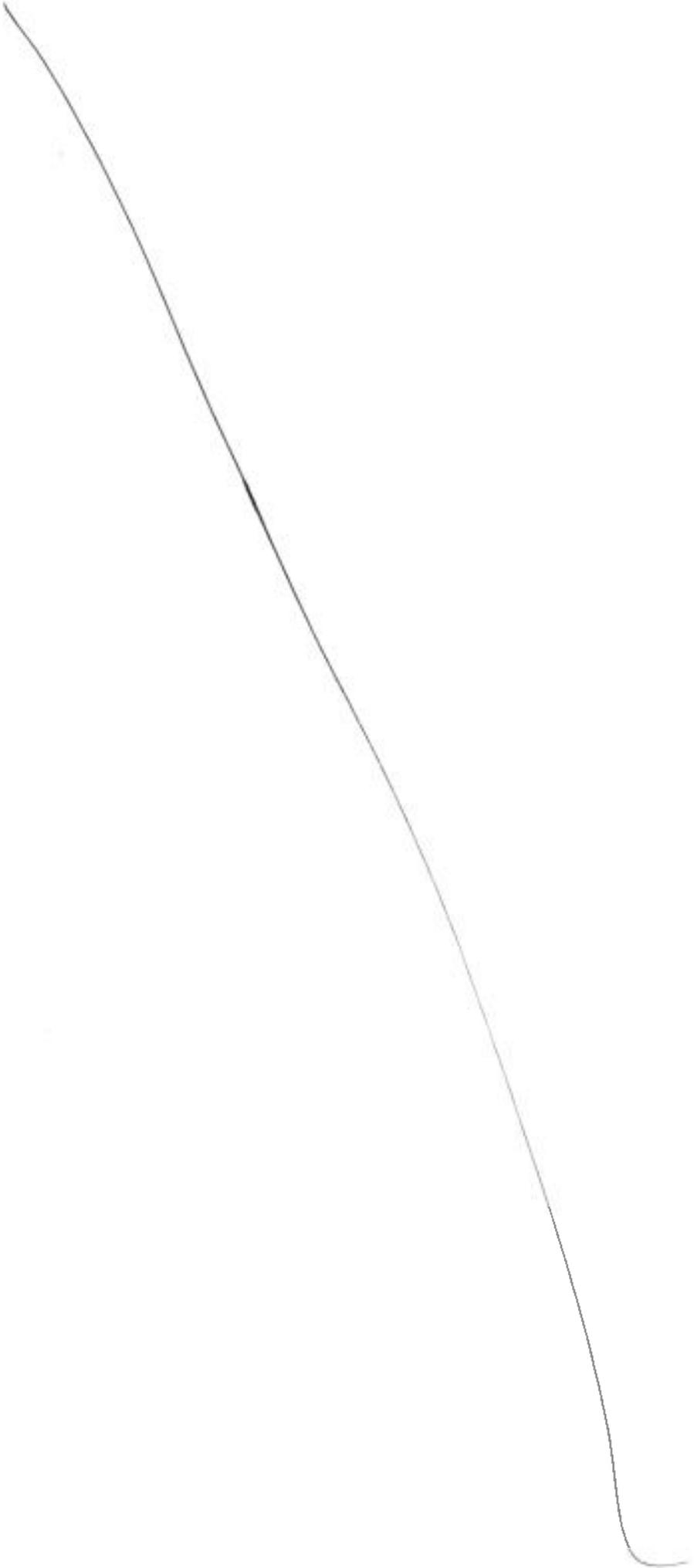
In compliance of the Ministry of Environment and Forests (MoEF), Government of India's Letter No.11-9/98-FC(pt) dated 3rd August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 (FRA for short) on the forest land proposed to be diverted for non-forest purposes read with MoEF's letter dated 5th February 2013 wherein MoEF issued certain relaxation in respect of linear projects, it is certified that 0.6228 Ha of forest land proposed to be diverted in favour of Commissioner, GHMC, Hyderabad for Laying approach road from R & B Road to the proposed Municipal Solid Waste (MSW) treatment and disposal facility located at Pyranagar (V) of Gummadidala (M) of GHMC through Nallavally RF.

It is further certified that:

- (a) The complete process for identification and settlement of rights under the FRA has carried out for the entire 0.6228 Ha of forest area proposed diversion. A copy of records of all consultations and meetings of the Forest Rights Committee, GramaSabas Resolutions, Sub-Divisional Level Committee and the District Level Committee are enclosed.
- (b) The diversion of forest land for facilities managed by the Government as required under section 3 (2) of the FRA have been completed and the Grams Sabas have given their consent to it.
- (c) The proposal does not involve recognized rights of Primitive Tribal Groups and Pre-Agricultural communities.

Encl: As above


 Collector & District Magistrate
 Sangareddy District
 District Collector
 (Official seal of the District Collector)
 Sangareddy.



ANNEXURE R5

GOVERNMENT OF TELANGANA
FOREST DEPARTMENT

From
Sri V.Venkateswar Rao, Dy.C.F.,
District Forest Officer,
Sangareddy

To
The Chief Conservator of Forests,
Medak Circle,
Medak.

Re.No.457/S6/2020, Dated:02.12.2021.

Sir,

Sub:- Sub:- TSFD- FCA, 1980 - GHMC - SWM - Proposal for diversion of 0.6228 Ha of Forest land for Laying approach road to the proposed Municipal Solid Waste (MSW) treatment and disposal facility of GHMC at Nallavally (V) Nallavally RF, Sangareddy District in favour of Superintendent Engineer (SWM), GHMC, Hyderabad - RoFR certificate Submitted - Regarding.

Ref: - 1.PCCF, (HoFF), TS, Hyd Rc. No.15221/2018/-FCA-2, Dated. 10.07.2020
2. Commissioner, GHMC. Hyd. Lr.No.594/AC/(H&S)/EE/SWM/2015, Dt.17.06.2020.
3. Gram Panchayath, Nallavally, Gummadidala Mandal, Dated. 22.01.2021
4.PCCF., (HoFF), T.S., Hyd. Rc.No.15221/2018-FCA1, Dated. 06.07.2021
5.This Office Rc.No.457/S6/2020, Dated. 03.08.2021
6.RDO, Sangareddy Lr.No.C1/14602/2021, Dated. 10.11.2021
7.District Collector, Sangareddy Rc.No.457/S6/2017, Dated. 29.11.2021

*** ** *

In compliance to the subject and reference 7th cited, I am submitting herewith the following information for diversion of 0.6228 Ha of Forest land for Laying approach road to the proposed Municipal Solid Waste (MSW) treatment and disposal facility of GHMC at Nallavally (V) Nallavally RF, Sangareddy District in favour of Superintendent Engineer (SWM), GHMC, Hyderabad details as below. (Original+ 5 sets)

1. Constitution of District Level Committee under RoFR Act, 2006 nomination of members
2. Minutes of meeting of the District Level Committee under RoFR Act, 2006
3. RoFR Certificate issued by the District Collector, Sangareddy in FORM -I

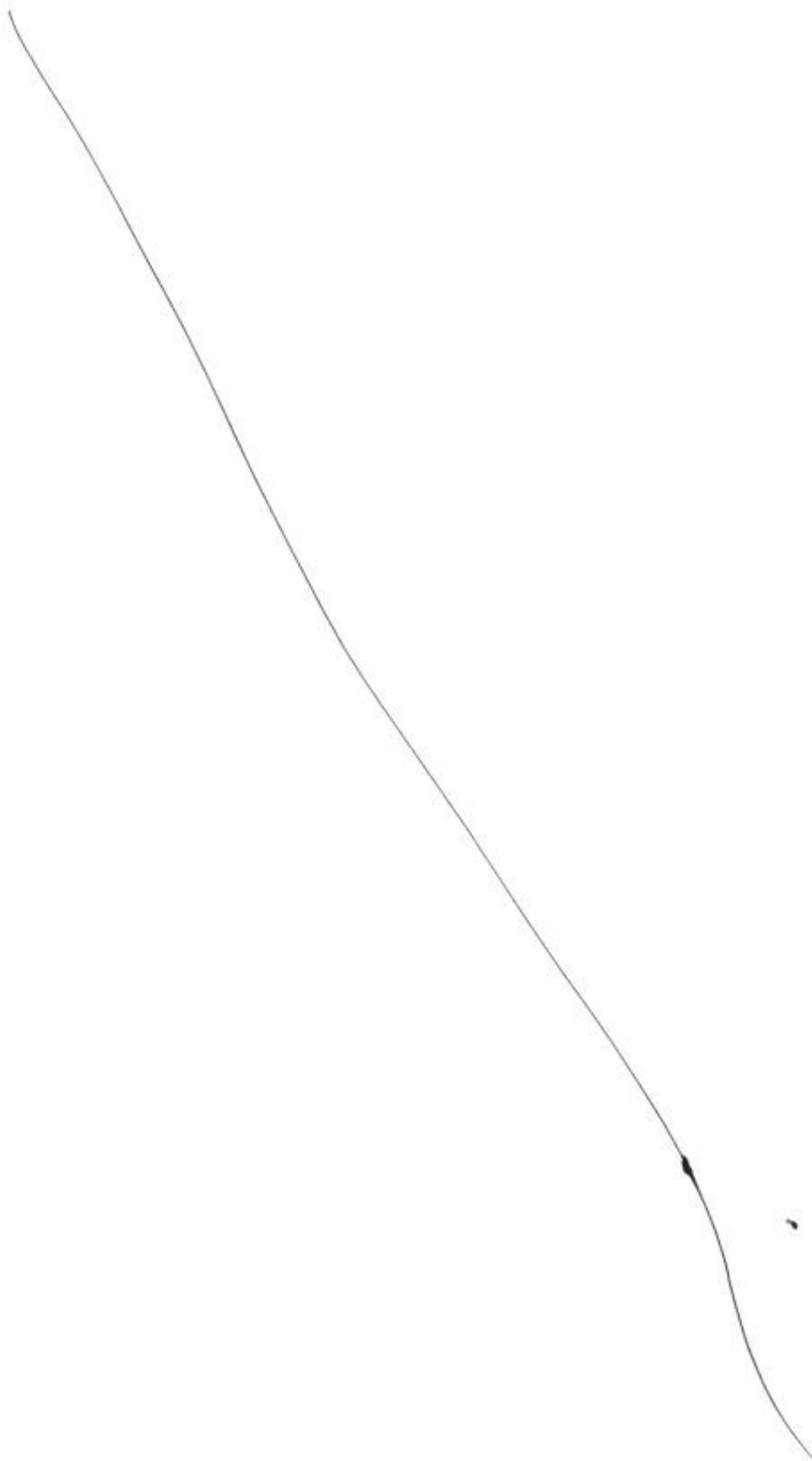
This is submitted for favour of kind information and further necessary action.

Encl: A/a.

Yours faithfully
Sd/-
District Forest Officer,
Sangareddy.

//t.c.b.o.//

[Signature]
Superintendent



Re.No.457/S6/2017, Dated. .11.2021

**Note submitted to the Additional Collector (Local Bodies),
Sangareddy District.**

Submitted Sir,

Sub : - TSFD - Constitution of District Level Committee under RoFR Act.2006 -
Nomination of members - Submitted - Regarding.

Ref : - RDO, Sangareddy Lr.No.C1/14602/20212, Dated. 10.11.2021.

*** **

It is submitted that, vide reference cited the District Panchayath Officer has nominated (3) names of Sarpanches to constitute the District Level Committee under RoFR Act, 2006.

In this regard as per Rule.7 of RoFR Act, 2006 the District Level Committee is constituted comprising of the following members.

District Level Committee under RoFR Act.2006

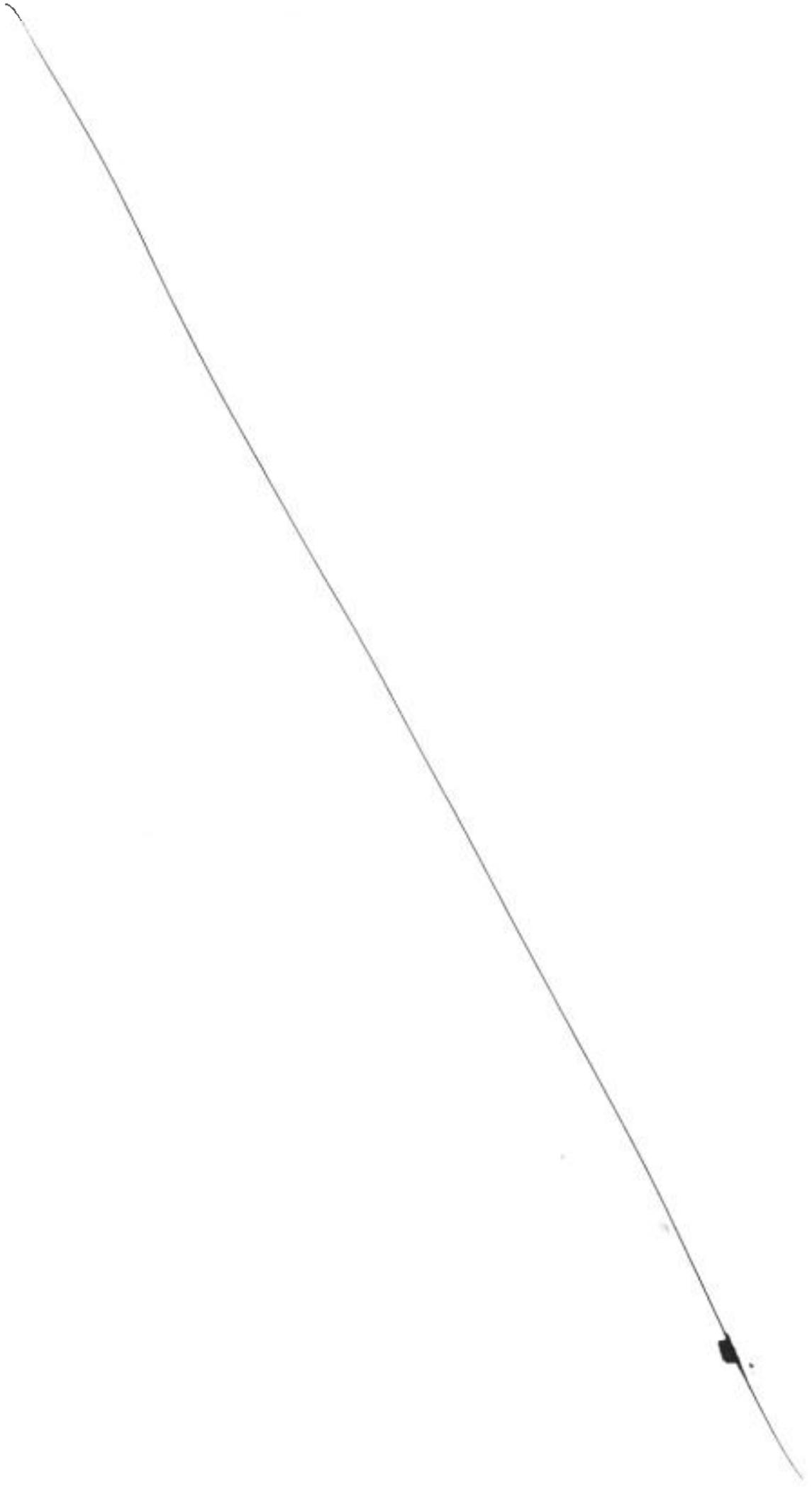
- | | | |
|---|---|---|
| 1. Additional Collector (Local Bodies), Sangareddy | - | Chairperson |
| 2. District Forest Officer, Sangareddy | - | Member |
| 3. Three Members of the District Panchayath i.e.,
Two Scheduled Tribes preferably Forest
Dwellers and one Women | - | 1).V.Srinivas Reddy, Sarpanch
Checkmaddur (V) of
Hathnoora (M)
2). P.Mamatha, Sarpanch
Veerannagudem (V) of
Gummadidala (M)
3) J.Mamatha, Sarpanch
Bommareddygudem (V) of
Pulkal (M). |
| 4. District Tribal Welfare Officer | - | Member |

Since the District Panchayath Officer, Sangareddy has nominated (3) Tribal Sarpanches, the above committee may be finalized for proceeding further in the matter.


District Forest Officer,
Sangareddy.

Submitted for orders.


Additional Collector,
(Local Bodies), Sangareddy.



**Minutes of the Meeting of the District Level Committee under RoFR Act, 2006
Under the Chairmanship of Additional Collector,(Local Bodies) Sangareddy
Committee meeting held on 24.11.2021 at 11.00 AM in the ICC Meeting hall at
Sangareddy**

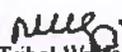
The following Officers and Members are present

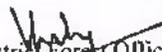
- | | |
|--------------------------------|--|
| 1. Sri. Rajarshi Shah, I.A.S., | Addl. Collector (Local Bodies), Sangareddy |
| 2. Sri V.Venkateshwar Rao, | District Forest Officer, Sangareddy |
| 3. Sri Pirangi | District Tribal Welfare Officer, Sangareddy |
| 4. Sri. V.Srinivas Reddy | Sarpanch, GP Checkmaddur of Harthnoora (M) |
| 5. Smt. P.Mamatha | Sarpanch, GP Veerannagudem of Gummadidala(M) |
| 6. Smt. J.Mamatha | Sarpanch, GP Bommareddygudem of Pulkal (M) |

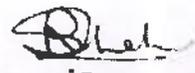
The Additional Collector,(Local Bodies), Sangareddy has fixed the date for conducting the District Level Committee Meeting and discussed with the committee members on Diversion of 0.6228 Ha of Forest land in Sangareddy District in favour of Commissioner, GHMC, Hyderabad for Laying approach road from R & B Road to the proposed Municipal Solid Waste (MSW) treatment and disposal facility located at Pyranagar (V) of Gummadidala (M) of GHMC through Nallavally RF, in Sangareddy on 24.11.2021.

Accordingly, the District Level Committee Meeting under the Chairmanship of Additional Collector,(Local Bodies), Sangareddy along with members, have passed resolution stating that there are no land recognized under RoFR Act,2006 falling in the proposed Diversion of 0.6228 Ha of Forest land in Sangareddy District in favour of Commissioner, GHMC, Hyderabad for Laying approach road from R & B Road to the proposed Municipal Solid Waste (MSW) treatment and disposal facility located at Pyranagar (V) of Gummadidala (M) of GHMC through Nallavally RF, in Sangareddy, and there are no encroachments by the tribal people in the proposed Forest land to be diverted and further resolved that there are no pending RoFR claim to be settled under the Forest Rights Act.

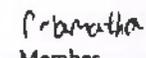
In this regard, resolution has been passed by the Committee members that there is No Objection regarding the diversion of Forest Land measuring to an extent of 0.6228 Ha of Forest land in Sangareddy District in favour of Commissioner, GHMC, Hyderabad for Laying approach road from R & B Road to the proposed Municipal Solid Waste (MSW) treatment and disposal facility located at Pyranagar (V) of Gummadidala (M) of GHMC through Nallavally RF, in Sangareddy.

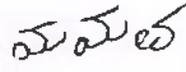

District Tribal Welfare Officer,
Sangareddy.
Member.

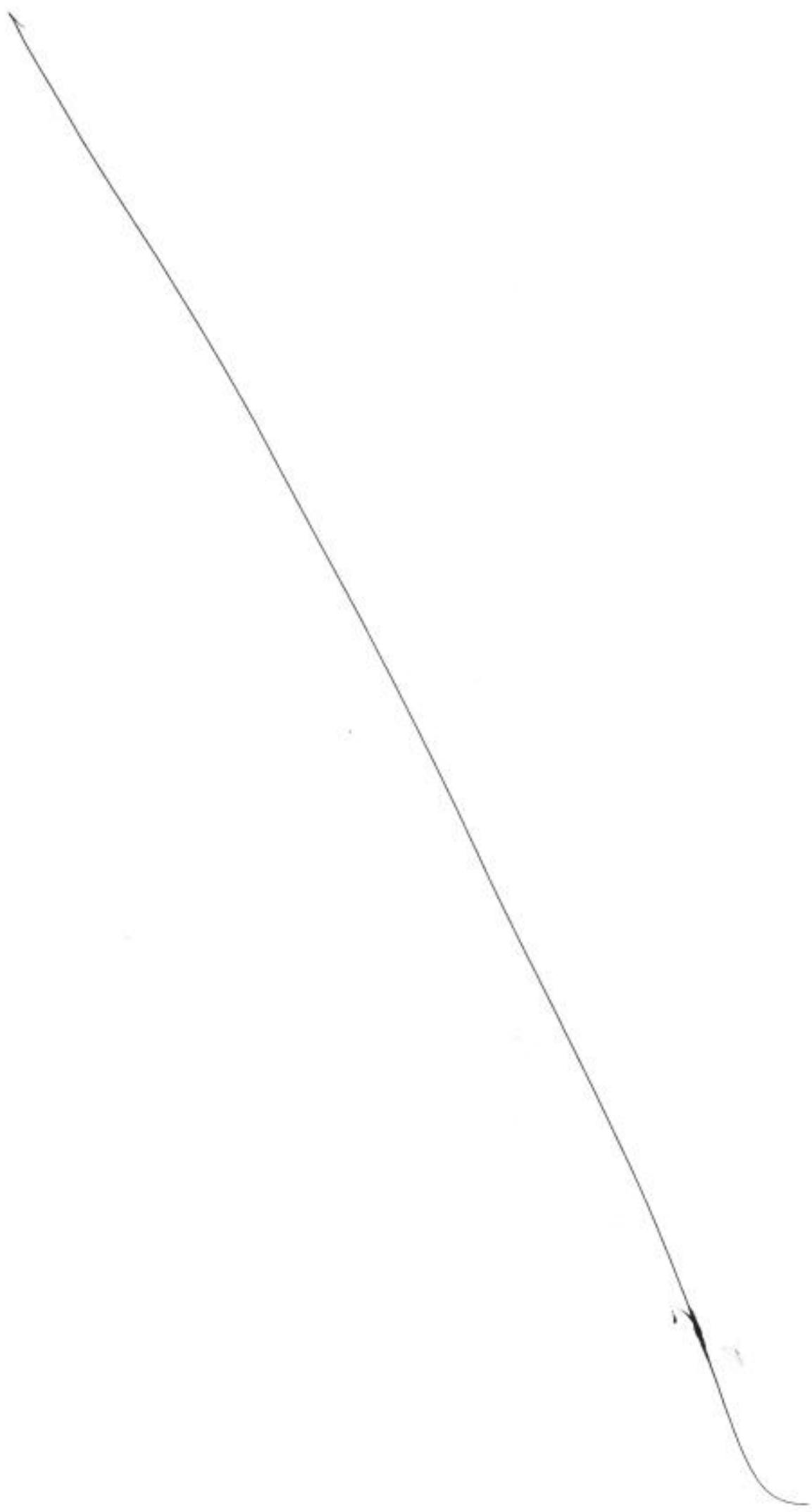

District Forest Officer,
Sangareddy.
Member.


Addl. Collector,
(Local Bodies), Sangareddy.
Chairperson.


Member
Sarpanch, GP
Checkmaddur


Member
Sarpanch, GP
veerannagudem


Member
Sarpanch, GP,
Bommareddygudem



PROCEEDINGS OF THE COLLECTOR (FAC), RANGA REDDY DISTRICT
PRESENT:: DR. S. HARISH, I.A.S.,

Procs. No.LC2/6200/2016

Dated:12.12.2019

Sub: Lands – Rangareddy District – Talakondapally Mandal – Khanapur Village – Sy.No.256/2 – Extent Ac.42-22 gts – Proposed for Setting up of scientific landfill site for disposal of Municipal Solid Waste to the GHMC for processing and disposal of solid waste as per the SWM Rules, 2016 – Handing over advance possession of land, pending finalization of alienation proposal - Orders issued.

- Ref: - 1. Commissioner, GHMC D.O.Lr.No.594/AC(H&S)/EE(SWM)/GHMC/2014, dt:25.09.2014, 02.02.2015 & 10.06.2015
 2. Govt. Memo No.3040/Assn.I(2)/2015-1, dt:20.02.2015.
 3. Dy.Commissioner, Circle-6, GHMC Lr.No.591/DC-6/GHMC/2015, dt:26.06.2015.
 4. Collector, Mahabubnagar Lr.No.E2/2762/2014, dt:23.09.15 & 15.09.2015.
 5. Commissioner, GHMC D.O.Lr.No.43/COMMR/GHMC/2017, 22.04.2017.
 6. This office Lr.No.LC2/6200/2016, dt:03.07.2017.
 7. Commissioner, GHMC Lr.No. 594/AC(H&S)/EE(SWM)/GHMC/2014, dt:26.07.2017.
 8. Commissioner, GHMC Lr.No.114/AC(E&H)/GHMC/2017 Dated: 19.12.2017.
 9. Tahsildar, Talakondapally Lr.No.B/2438/2017, dt:19.12.2017 & 14.06.2018.
 10. RDO, Kandukur Division Lr.No.B/3154/2017, dt: 20.12.2017. & 20.06.2018.
 11. AD (S&LR), R.R.District Lr.No.A3/1521/2018, dt:28.06.2018
 12. Govt. MA & UD Dept. Memo No.6436/GHMC-II/2019, dt:04.06.2019.
 13. Commissioner, GHMC Lr.No. 594/AC(H&S)/EE(SWM)/GHMC/2014, dt:23.11.2019.

-o-o-

ORDER:

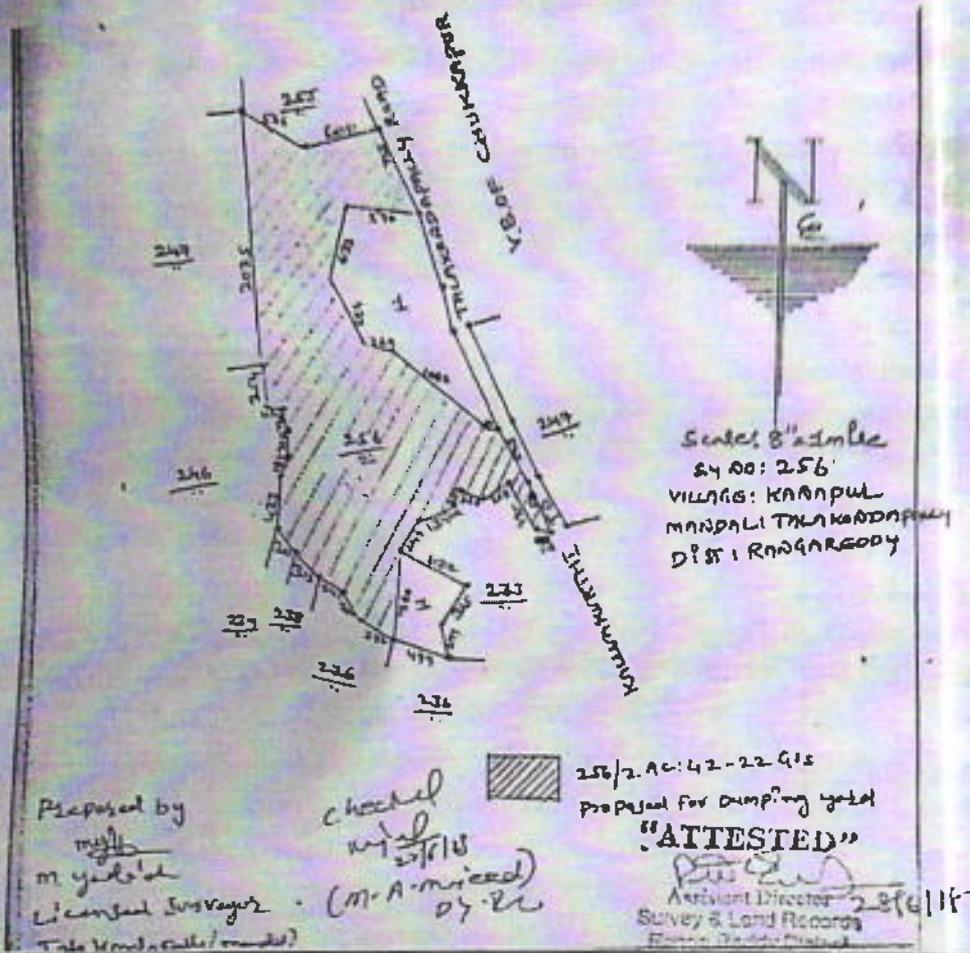
1. Through the reference 1st cited, the Commissioner, GHMC has informed that, a meeting was held in the Chambers of the Hon'ble Chief Minister, Telangana with concerned District Collectors on 24.06.2014 with regard to identify dumping yards. As per the list, the sites were jointly inspected by the GHMC officials and suitable lands identified for dump yards. Hence, requested to alienate the land in the name of GHMC for establishing Scientific land fill site for disposal of municipal solid waste and also requested to expedite the process and give advance possession of the lands, pending finalization of alienation proposals to the concerned Zonal Commissioner/Dy.Commissioner of GHMC for establishing scientific landfill site.
2. Further the commissioner, GHMC has informed that, as the surrounding of the city of developing rapidly, in future it will be a problem to acquire land, if the possession of the identified lands is delayed. Further the possession of these lands is very much required for setting up of Treatment and disposal facility for future requirements and requested

28

the Zonal Commissioners/Dy Commissioners to see that the lands are taken over by the GHMC without any delay.

3. Vide reference 2nd cited, the Government, Revenue Department has sent a copy of D.O. Letter of Commissioner, GHMC for taking necessary actions as per rules and guidelines issued in G.O.Ms.No.571, dt:14.09.2019.
4. Through the reference 3rd cited, the Dy.Commissioner, Circle-6 has filed requisition for alienation of land to an extent of Ac.43-22 gts in Sy.No.256 of Khanapur Village, Talakondapally Mandal in favour of GHMC for Municipal Solid Waste.
5. Vide reference 4th cited, the erstwhile Collector, Mahabubnagar has instructed the Tahsildar, Talakondapally Mandal to submit alienation proposals for the extent as mentioned.
6. The Commissioner, GHMC vide reference 5th cited, has informed that, the sites were identified and inspected jointly by the GHMC & Revenue Officials and found suitable for dumping yards and requested to hand over the advance possession lands to the concerned Zonal Commissioners/Dy.Commissioners.
7. Vide reference 6th cited, the RDO, Kandukur and Tahsildar, Talakondapally have been directed to submit proposals for alienation of subject land in terms of G.O.Ms.No.571, dt:14.09.2012 along with inspection of report, relevant documents with specific remarks /recommendations for taking further necessary action in the matter.
8. Through the reference 7th cited, the Commissioner, GHMC has filed requisition in the formats in appendix-XXIX, conditions, agenda and annexure-XI/Check list as prescribed in G.O.Ms.No.571, dt:14.09.2012 for alienation of subject land and requested to expedite the process of alienation of subject land.
9. Further, the Chief Secretary to Government, Telangana State has convened a meeting on 31.12.2017 on the subject matter for setting up of Scientific Treatment & Disposal of Municipal Solid Waste.
10. Vide references 9th & 10th cited, the Tahsildar, Talakondapally Mandal & RDO, Kandukur Division have submitted land alienation proposals to an extent of Ac.42-22 gts in Sy.No.255/2 of Khanapur Village, Talakondapally Mandal in favour of GHMC for setting up of scientific landfill site for disposal of Municipal Solid Waste.

SUB-DIVISION SKETCH



15. The Commissioner, GHMC vide reference 13th cited has informed that, as per the discussion of Special Commissioner (Sanitation), GHMC with District Collector, Ranga Reddy District on 23.11.2019, the advance possession of land available in Sy.Nos.256 of Khanapur Village, Talakondapally Mandal, pending regular alienation is being requested. The Commissioner, GHMC has requested to give advance possession of land, pending regular alienation in favour of GHMC on priority basis for the purpose of establishing scientific treatment and disposal facility.

16. Therefore in view of the above, permission is hereby accorded to the Tahsildar, Talakondapally Mandal for handing over advance possession of vacant un-encumbered Government land to an extent of Ac.42-22 gts in Sy.No.256/2 situated at Khanapur village, Talakondapally Mandal as shown in the Sub-division sketch duly showing the boundaries to the Zonal Commissioner/Dy.Commissioner, Circle-6 for setting up of Scientific landfill site for disposal of municipal solid waste under cover of Panchanama, pending finalization of alienation proposals, subject to the following conditions:

- i. The concerned Zonal Commissioner, GHMC shall construct the boundary wall/fencing around the proposed Integrated Scientific Compost Park, which also has to be covered from the top to prevent stretch from going outside within (3) months.
- ii. Processing and disposal of garbage should be done regularly.
- iii. The GHMC shall obtain NOC from the Pollution Control Board and all statutory clearances.
- iv. The GHMC shall take necessary measures to prevent pollution problems from land fill operations and safety provisions including health inspections shall be periodically made.
- v. Intensive forestry shall be taken up to create buffer zone before starting Scientific Compost Park activity. The use of closed land fill sites is preferable. Plantation to be made in sufficient density to minimize soil erosion.
- vi. The neighboring lands must not be encroached & no garbage/compost should be dumped in such lands.
- vii. The land should be used for the purpose for which it was allotted.
- viii. The GHMC authorities should give assurance to the capping of garbage and create park / green space on these filled up sites.
- ix. The general conditions of transfer of lands enshrined in BSO-24 should be abide by the allottee.
- x. The concerned Zonal Commissioner/Dy.Commissioner, Circle-6, GHMC shall ensure compliance of above conditions and also to ensure the protection and maintenance of Scientific Compost Park.
- xi. The GHMC shall implement segregation of waste at the source only.
- xii. The GHMC shall take steps to convert the organic waste into manure.

Sd/-
Collector (FAC),
Ranga Reddy District.

// F.B.O //
A Reddy
Superintendent, Legal Cell Section,
Collectorate, Ranga Reddy District.

To
The Tahsildar,
Talakondapally Mandal, Ranga Reddy District for compliance and send alienation proposals in full shape in terms of G.O. Ms. No. 571, Dt: 14.09.2012
The Zonal Commissioner/Dy.Commissioner, Circle-6, GHMC to take over the advance possession of land and comply with the above conditions and ensure the protection/ maintenance of scientific compost park.

Copy to the RDO Kandukur Division for necessary action and send alienation proposals in full shape in terms of G.O. Ms. No. 571, Dt: 14.09.2012

Copy submitted to the Commissioner, GHMC, MC Complex, Tankbund Road, Hyderabad.

Copy submitted to the Spl.CS & CCLA, Telangana state, Hyderabad

Copy to the stock file/spare.

ANNEXURE 27

File No.CDMA-H2/ELPUOTH/171/2019-H2 SEC-CDMA

GOVERNMENT OF TELANGANA
MUNICIPAL ADMINISTRATION DEPARTMENT

From:
Dr.N.Satyanarayana, I.A.S.,
Commissioner & Director of
Municipal Administration,
Telangana, Hyderabad.

To:
The Commissioner,
Greater Hyderabad Municipal
Corporation,
Hyderabad.

*EE (SWS)
Prepare draft
and put up
3/3*

Letter Roc.No.E-163497-2019-H2, Dt: 20/03/2020

Sir,

Sub: PS - MA Department - Lands Rangareddy Dist. - Talakondapally Mandal
- Proposed for setting up scientific landfill site for disposal of Mpl. Solid
Wastage to the GHMC for processing and disposal of solid waste as per the
SWM rules 2016 - Representation from Sri Kasireddy Narayana Reddy,
Hon'ble MLC., Mahaboobnagar District and others - Forwarded for further
action - Reg.



Ref: Lr.Roc.No.12/CDF-MLC-MBHR/2019, Dt.16.12.2019 of Sri Kasireddy
Narayana Reddy, Hon'ble MLC., Mahaboobnagar District.

I invite your attention to the reference cited wherein Sri Kasireddy Narayana Reddy, Hon'ble MLC., Mahaboobnagar District has informed that the District collector Rangareddy vide Procs No.LC2/62002016, Dt.12.12.2019 has allotted the land to an extent of Ac 42.22 gts situated in Survey No: 256 of Khanapur Village, Talakondapally Mandal in favour of GHMC and directed the Zonal Commissioner to construct boundary wall/ fencing around the proposed Integrated Scientific compost Park, to process and dispose the solid waste as per the SWM Rules 2016.

*A. K. ...
2*

Further stated that having come to know about the above fact, an emergency meeting was covered with Gram Panchayathi Sarpanches and people of Khanapur, Jangareddypalli, Chukkapur, Talakondapally and Garvipally Gram Panchayathis and resolved to stop the proposal of establishing a dumping yard in the above site.

3. Further informed that setting up Scientific landfill in the above site of Khanapur Village will pollute atmosphere very badly which will affect the health of people living in Khanapur and also other 32 surrounding Villages and MPP and ZPTC Talakondapally Mandal has also submitted representation to me to interfere and influence for withdrawal of the above proposal as it will affect the health of people living within the jurisdiction of 19 Kilometres radius.

Further opined that the MPP, Zptc and Sarpanches that the people of Talakondapally Mandal will start agitation in large scale and fight for the justice till the proposal is withdrawn. A copy of representation is enclosed and stated that he also strongly believe that atmosphere in village is normally pollution free and proposed Scientific Landfill for disposal of the waste will definitely spoil the same and effect the health of villagers living in Khanapur Village in the interest of health of Villagers.

*...
...
... advanced steps
... that would be taken to
avoid any adverse
impact on surrounding
environment. ...
... proposed site*

File No. CDMA-H2/ELPL/OTH/171/2019-H2 SEC-CDMA

5. While informing above, Sri Kasireddy Narayana Reddy, Hon'ble MLC., Mahaboobnagar District has requested to reconsider the Issue on behalf of people of Talakondapally Mandal and cancel the orders Issued Vide Proceedings No: LC2/6200/2016 Dated 12/12/2019 of the District Collector, Rangareddy.

6. In view of the above, I forward herewith a copy of reference cited along with its enclosures for taking further necessary action in the matter.

Encls: as above.

Yours faithfully,
DR N SATYANARAYANA IAS
DIRECTOR OF MPL ADMN

Copy to Sri Kasireddy Narayana Reddy, Hon'ble MLC., Mahaboobnagar District, H.No.16-2-742/F/2/10, Venkatadri Nagar, Asmanghad, Malakpet, Hyderabad - 500036 for information.

Copy to District Collector, Rangareddy for information and necessary action (w.c.)

Signature valid

07256/2019/TAPPAL SEC-CDMA

KASIREDDY NARAYANA REDDY
MLC-Mahaboobnagar Dist.H.No. 16-2-742/F/2/10,
Venkatadri Nagar,
Asmanghad, Malakpet,
Hyderabad, Telangana - 50.
E-mail : krmlc@gmail.com
Cell : 9848019835

PESHI

18 DEC 2019

C. & D. M. A.

Govt. of Telangana

Lr.No 12/CDF-MLC-MBNR/2019, Date 16/12/2019Sridevi IAS,
Director of Municipal Administration,
Government of Telangana*Respected Madam,*

Sub: Lands Rangareddy District- Talakondapally Mandal- Khanapur Village- Sy No:256/2- Extent Ac 42.22 Guntas- proposed for setting up scientific landfill site for disposal of Municipal Solid Wastage to the GHMC for processing and disposal of solid waste as per the SWM rules 2016 - Representations there of - Reg.

Ref: 1. Representations from Sarpanches of Khanapur, Jangareddypalli, Chukkapur, Talakondapally and Garvipally Villages.
2. Representations from MPP and ZPTC Talakondapally Mandal.

Kindly refer to your orders Vide Proceedings No: LC2/62002016 Dated 12/12/2019 allotting the land to the extent of Ac 42.22 gts situated in Survey No: 256 of Khanapur Village, Talakondapally Mandal in favour of GHMC and directing the Zonal Commissioner to construct boundary wall/ fencing around the proposed Integrated Scientific compost Park, to process and dispose the solid waste as per the SWM Rules 2016.

Having come to know about the above fact, an emergency meeting was covered with Gram Panchayathi Sarpanches and people of Khanapur, Jangareddypalli, Chukkapur, Talakondapally and Garvipally Gram Panchayathis and resolved to stop the proposal of establishing a dumping yard in the above site. A copy of the resolution was already endorsed to you.

They feel that setting up Scientific landfill in the above site of Khanapur will pollute atmosphere very badly which will affect the health of people living in Khanapur and also other 32 surrounding Villages.

MPP and ZPTC Talakondapally Mandal has also submitted a request to me to interfere and influence for withdrawal of the above

proposal as it will affect the health of people living within the jurisdiction of 15 Kilometres radius.

Opinion of MPP, Zptc and Sarpanches that the people of Talakondapally Mandal will start agitation in large scale and fight for the justice till the proposal is withdrawn a copy of representation is enclosed. I also strongly believe that atmosphere in village is normally pollution free and proposed Scientific Landfill for proposal of the waste will definitely spoil the same and effect the health of villagers living in and around Khanapur Village in the interest of health of Villagers.

As MLC of concerned area and on behalf of people of Talakondapally Mandal I represent and request you to reconsider the issue in view the facts mentioned above and cancel the orders issued Vide Proceedings No. LC2/6200/2016 Dated 12/12/2019.

Thanking You

Yours Sincerely



(KASIREDDY NARAYAN REDDY)

Copy to:

1. Sri K. Chandreashekar Rao Garu
Hon'ble Chief Minister of Telanagana State
2. Sri K. Tarakarama Rao Garu,
Hon'ble Minister for MA & UD
3. Smt Sabitha Indra Reddy Garu
Hon'ble Minister for Education
4. The Collector & Magistrate,
Ranagreddy District.

ANNEXURE 28

GREATER HYDERABAD MUNICIPAL CORPORATION

From
The Commissioner, GHMC
GHMC,
Hyderabad

Secy. to Govt.
MA&UD Dept.

The Principal Secretary to Govt.
MA&UD Dept., Government of Telangana
Government of Telangana

Lr.No. 594/AC(H&S)/EE(SWM)/GHMC/2014 (1)

Dated : 8.05.2020

Sir,

Sub : GHMC - SWM - Lands Ranga Reddy District - Talakondapally Mandal - Khanapur Village Sy.No. 256/2 Extent Ac 42-22 Gts. - Land proposed for the establishment of the processing and disposal site for Municipal Solid Waste generated in GHMC - Representation to Sri Kasireddy Narayana Reddy, Hon'ble MLC Mahboobnagar District for cancellation of allotment of land - Steps shall be taken to avoid pollution due to operation of Plant - Reg.

Ref : 1. Lr.No. LC2/6200/2019, Dt.12.12.2019
2. Lr. ROC NO. 163497-2019-H2, Dt.20.03.2020

It is submitted that , vide reference 1st cited the District Collector, Ranga Reddy District issued proceeding to handover the Govt. land located at Sy.No. 256/2, Khanapur Village, Talakondapally Mandal, Ranga Reddy District to GHMC by the concerned Revenue officials for the purpose of establishment of processing and disposal site for the municipal solid waste in compliance with Solid Waste Management Rules, 2016. In view of the objections from the Local people the site was not yet handed over by the Concerned Revenue officials.

Meanwhile, vide reference 2nd cited, the Director of Municipal Administration, Telangana, informed that Sri Kasireddy Narayana Reddy, Hon'ble MLC Mahboobnagar District, on behalf of people of Khanapur village, requested to reconsider the proposal for allotment of land in favour of GHMC and cancel the proceeding of District Collector, Ranga Reddy for the same. It was informed that the Sarpanch of Gram Panchayat of Khanapur, Jangareddypalli, Chukkapur, Talakondapally and Garvipally convened an emergency meeting to discuss the issue and resolved to stop the proposed dumping yard by GHMC in above site as they believe that operation of dumping yard will pollute the environment of Khanapur and surrounding (32) villages that are falling within 15 km radius of Khanapur Village.

In this regard, it is submitted that, the GHMC will establish Integrated Municipal Solid Waste (IMSW) Plant for the scientific processing and disposal of the municipal solid waste unlike prejudice of the people on establishing dumping yard where solid waste is dumped openly without any treatment as perceived from the representation of Hon'ble MLC.

In this regard, it is submitted that, the entire MSW of GHMC is being sent to the Integrated Municipal Solid Waste Management project, Jawaharnagar and the current available balance land at the project site for landfill will not be sufficient for future requirement. Further GHMC have the obligation to handover additional site to M/s. HIMSW, the Concessionaire of the Project. Under such circumstances, the possession of alternate landfill site is essential for the sustainable management of the MSW generated in GHMC in the coming years.

In this connection, it submitted that GHMC will utilize the above said land at Khanapur for establishment of treatment & disposal of Municipal Solid waste duly taking all proper measures without any adverse impact on environment before transportation of waste to the site, not limiting the following:

- i. Transportation of Waste in closed container vehicles/ compactors.
- ii. Establishment of an holistic system for treatment & disposal of waste including compost yard, RDF plant and Waste to Energy plant as feasible.
- iii. Establishing scientific landfill as per SWM Rules 2016.
- iv. Providing Storm Water Drainage system to prevent stagnation of water.
- v. Providing leachate treatment system and landfill gas management system.
- vi. Setting up a buffer zone around the site by developing green curtain as per norms.

Hence, it is kindly requested to give necessary directions to the District Collector, Ranga Reddy district to take appropriate action so that the Govt. land (Ac 42.22 Gts.) at Sy.No. 256/2, Khanapur Village, Talakondapally Mandal, Ranga Reddy District will be handed over by the concerned Revenue department for physical possession with GHMC for the purpose of establishing municipal solid waste processing and disposal plant in order to reduce the burden on the lone municipal solid waste treatment & disposal facility established at Jawaharnagar.

[Handwritten signature]

[Handwritten signature]
COMMISSIONER
GHMC
2/3/15

Copy to the Director & Municipal Administration for kind information.

(P)
04/07/20

ANNEXURE R9

**GOVERNMENT OF TELANGANA
REVENUE (ASSN.II) DEPARTMENT****Memo No.10226 /Assn.II(2)/2020-1****Dated.30.06.2020.**

Sub:- Lands - Ranga Reddy District - Govt. land to an extent of Ac.42-22 gts situated in Sy.No.256/2 at Khanapur (V), Talakondapally (M) - Proposal for setting up of scientific landfill site for disposal of Municipal Solid Waste to the GHMC for processing and disposal of solid waste as per the SWM Rules, 2016 - Procdgs., dt:12.12.2019 issued by the Collector, R.R. Dist., for handing over advance Possession of land to the Zonal Commissioner / Dy.Commissioner, Circle-6 - Representation of Sri Kasireddy Narayana Reddy, Hon'ble MLC, Mahaboobnagar Dist. for cancellation of allotment of land - Steps shall be taken to avoid pollution due to operation of Plant - Instructions sought - Issued.

Ref:- 1.Procdgs., No.LC2/6200/2016, dt:12.12.2019 of the Collector, Ranga Reddy Dist.
2.From the Commissioner, GHMC, Hyd., Lr.No.594/AC(H&S) /EE(SWM)/GHMC/2014(1), Dt:08.05.2020 addressed to the Pri. Secy., MA&UD Dept., Hyd received through the MA&UD (Plg.I) Dept., vide their file No.4399/Plg.I(2)/2020

@@@@@

The attention of the Collector, Ranga Reddy District is invited to the reference 1st cited and a copy of the reference 2nd cited along with its enclosures is sent herewith. He is requested to resolve the dispute in the subject matter by handing over the advance possession of the land to an extent of Ac.42-22gts situated in Sy.No.256/2 at Khanapur (V), Talakondapally (M) to the GHMC, for establishment of the processing and disposal site for Municipal Solid Waste generated in GHMC, as per the procdgs., already issued in the reference 1st cited.

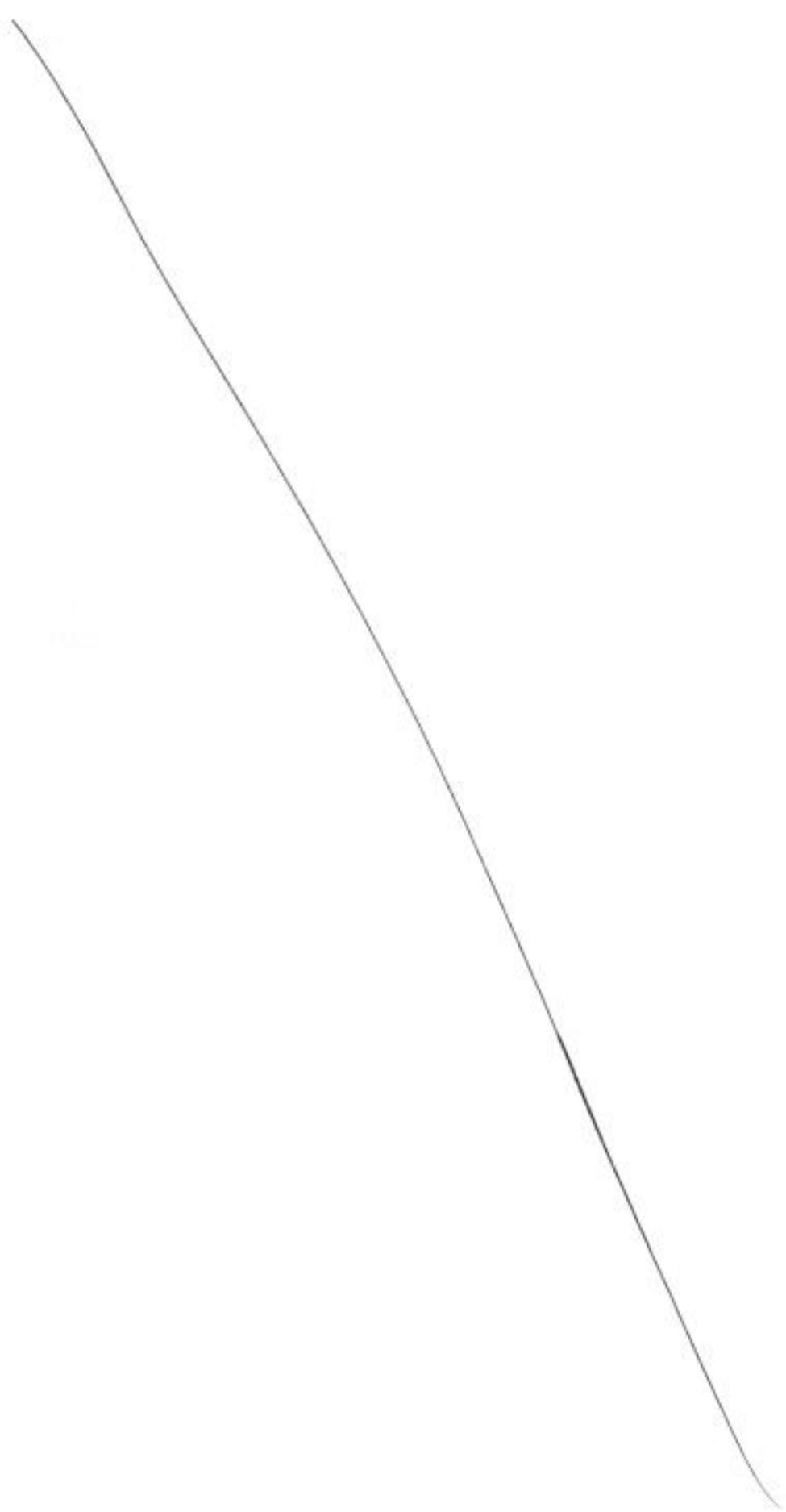
2. This may be treated as "most urgent".

**SOMESH KUMAR
CHIEF SECRETARY TO GOVERNMENT**

To:
The Collector, Ranga Reddy District.(w.e.).
Copy to:
The Chief Secretary & Chief Commissioner of
Land Administration, Telangana, Hyderabad.(w.e.).
The MA & UD Dept., TS Secretariat, Hyderabad.
The Commissioner, GHMC, Hyderabad.
O.S.D. to Chief Secretary.
SC/SF.

//FORWARDED :: BY ORDER//

N. S. Reddy
SECTION OFFICER



ANNEXURE R10

Smt. Chitra Ramchandran, I.A.S
Special Secretary to Government
and Managing Director



Telangana
Rajiv Swagruha
Corporation Limited

D.O.Lr. No.2145/RSP/Lands/2007-Medak

Date: 14-02-2020

Dear

P-476043
17 FEB 2021

Sub: TRSCL-Lands-Medak District-Patancheruvu Mandal-Lakdaram village-
Sy.No.738-Extent 360.00 Acs.-Alienation of lands for construction of
affordable houses under Rajiv Swagruha Programme-Proposed
Transfer/ Alienation of land from Telangana Rajiv Swagruha to GHMC-
without consent-Regarding.

- Ref:
1. Collector Medak Lr.No.E3/838/2009, dated:03-02-2009.
 2. G.O.Ms.No.873 Rev (Asn.IV) Dept dated:20-08-2009.
 3. This Office Letter No.2145/RSP/Lands/2007-Medak dated 14-07-2017 & 22-07-2017.
 4. GM(P),Lakdaram Lr.No.01/GM(P)/Lakdaram/Land/Gen/TRSCL/2020 Dated: 10-02-2020.

I invite your personal attention to the references cited.

It is to inform that, that the Government vide G.O.Ms.No. 873 Revenue (Asn.IV) Dept. dated 20-08-2009 has alienated the Government land to the extent of Ac.400.00 in Sy.No. 738 situated at Lakdaram village, Patancheruvu Mandal of the then Medak District in favour of Rajiv Swagruha Corporation for taking up affordable housing.

In turn, the Tahsildar, Patancheruvu Mandal has handed over physical possession of land to an extent of Ac. 360.00 by conducting panchanama dated:03-09-2011. The Rajiv Swagruha Corporation has paid an amount of Rs.8.75 Crores towards payment of ex-gratia to the eligible assignees to an extent of 190.39 3/4 acres of assigned land. The remaining 169.00 1/4 acres is Government land. Due to financial crisis and various other reasons the Corporation could not ground the project.

In this Office letter 3rd cited the Collector, Sangareddy District was requested to take necessary steps for protection of the said land. In order to protect the land from the encroachers, the Rajiv Swagruha Corporation has engaged 8 Nos. security guards since September 2017.

INWARD	
C.E.F. No.	G.H.M.C.
No.	433
Date	19-2-2020

Contd.....2

TELANGANA RAJIV SWAGRUHA CORPORATION LIMITED
7th Floor, Gagan Vihar, M.J. Road, Nampally, Hyderabad - 500001.
www.rajivswagruhaap.gov.in

374
E&S
Circular File
with original
Commissioner
OSD (Housing)
K10
16/2/20
RE (P)

: : 2 : :

It has been come to my notice, that the Collector, Sangareddy District has sent proposals to the Chief Commissioner of Land Administration, Telangana State, Hyderabad for alienating an extent of Ac.100.00 of land in Sy.No.738 belonging to Rajiv Swagruha Corporation in favour of Commissioner, GHMC, Hyderabad for proposed "Solid Waste Management".

The above proposal was moved without the consent of the Managing Director, Rajiv Swagruha Corporation.

The above land is listed among the properties submitted to the Cabinet Sub-Committee on resource mobilization. Any transaction / alienation of the above land should not be made without the consent of the Cabinet Sub-Committee.

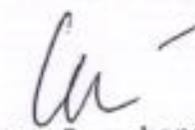
In view of the above, I request you to defer the proposal.

Yours sincerely
Sd/-
(CHITRA RAMCHANDRAN)

To
Sri. M. Hanumantha Rao, I.A.S.,
District Collector,
Sanga Reddy District.

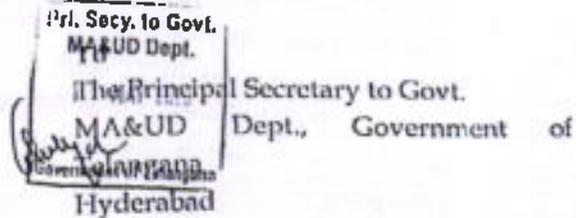
✓ Chief Secretary to Government and
Chief Commissioner of Land Administration,
Telangana State, Abids, Hyderabad
for kind information and necessary action

✓ Copy to the Commissioner, GHMC
for information.


(Chitra Ramchandran)

GREATER HYDERABAD MUNICIPAL CORPORATION

From
The Commissioner, GHMC
GHMC,
Hyderabad



Lr.No.594/AC(H&S)/EE(SWM) GHMC/2014(2)

Dated: 8.05.2020

Sir

Sub : GHMC - SWM - Solid Waste Management - Alienation of Land for Scientific Treatment and Disposal of Municipal Solid Waste and Construction and Demolition waste - Allotment of Govt. Land Acres at Lakdaram(V), Patancheru(M) , Sanga Reddy(Dt) - deferred by Spl. CS to Govt. of Telangana & MD Rajev Swagraha Cor. Ltd., -Requested - Reg.

Ref : 1. This office Lr.No.594/ AC(H&S)/EE/2015 Dt:22-06-2018
2. Lr.No.2145/RSP/Lands/2007- Medak (D) Dt; 14.02.2020

<<<>>

Kind attention is invited to the subject and the references cited

Vide reference 1st cited, it was requested to alienate the Govt. land available at Sy.No: 738 to an area extent to 150 Acres at Lakdaram(V), Patancheru(M) for the purpose of establishing treatment and disposal facilities for Municipal solid waste management.

Vide reference 2nd cited, the Special Chief Secretary to Govt. and MD for Telangana Rajiv Swagraha Corporation Ltd. has intimated that the Collector, Sanga Reddy district has sent a proposal to Chief Commissioner of Land Administration, Telangana State for alienating an extent of Ac. 100 of land in Sy: No.738 belonging to Rajiv Swagraha Corporation in favour of Commissioner, GHMC, Hyderabad for the purpose of Solid waste Management

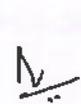
Further, the Special Chief Secretary to Govt. has requested that the proposal be deferred as the said land is listed among the properties submitted to the Cabinet Sub-Committee on resource mobilization and any transaction/ alienation of the above land should not be made without consent of the Cabinet Sub-committee.

At present GHMC and adjoining municipalities are generating 6300 TPD waste and the burden on the only available municipal solid waste treatment & disposal facility located in Jawaharnagar(V) Kapra(M), Medchal-Malkajgiri(D) has increased and is beyond the stipulated capacity of MSW as per the original plan and thus leading to depletion of land at much faster rate, against 25 years concession period as envisaged in the plan.

As per rule 12(a) of Solid Waste Management Rules 2016, the District Magistrate or District Collector shall facilitate identification and allocation of suitable land for setting up solid waste processing and disposal facilities to local authorities.

Hence, in view of the circumstances mentioned above, I request the Principal Secretary to the Govt., MA&UD Dept. to take up the issue with the Special Chief Secretary to Govt. and MD for Telangana Rajiv Swagruha Corporation Ltd. so that the Govt. land to extent of Ac. 100 of land in Sy. No.738 proposed by the Dist. Collector Sanga Reddy located at Lakdaram(V), Patancheru(M) will be alienated to GHMC for establishing treatment and disposal facility as per SWM rules 2016.

Yours Faithfully


Commissioner
GHMC 

Copy submitted to:

1. Special Chief Secretary to Govt. & MD Telangana Rajiv Swagruha Corp. Ltd for kind information.
2. The District Collector, Sanga Reddy for kind information.

ANNEXURE R12

Item No.6:

BEFORE THE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE, CHENNAI

Original Application No. 94 of 2021 (SZ)

(Through Video Conference)

IN THE MATTER OF:

Tribunal on its own motion Suo Motu based on the
News item in Deccan Chronicle Newspaper, Dt.16.03.2021,
“Garbage piles on roads, foul smell, as GHMC removes
Bins under new initiative.

...Applicant(s)

Versus

1. The Principal Secretary of Telangana,
Environment, Science & Technology,
A3, Paryavaran Bhavan, Sanath Nagar Road,
Sanath Nagar, Industrial Estate,
Sanath Nagar, Hyderabad, Telangana – 500 018.
2. The Principal Secretary to Government of Telangana,
Municipal Administration & Urban Development,
A3, Paryavaran Bhavan, Sanath Nagar Road,
Sanath Nagar, Industrial Estate,
Sanath Nagar, Hyderabad, Telangana – 500 018.
3. The District Collector,
Hyderabad District,
Nampally, 5-8-505, Chirag Ali Lane,
Abids, Hyderabad, Telangana – 500 001.
4. The Commissioner,
Greater Hyderabad Municipal Corporation,
CC Complex, Tank Bund Road,
Lower Tank Bund, Hyderabad – 500 063.

5. Telangana State Pollution Control Board,
Rep. by its Chairman.
A-3, Paryavaran Bhavan, Sanath Nagar Rd,
Sanath Nagar Industrial Estate,
Sanath Nagar, Hyderabad,
Telangana – 500 018.

(Suo Motu impleaded as 5th respondent
as per order dt.08.04.2021)

...Respondent(s)

Date of hearing: 08.04.2021.

CORAM:

HON'BLE MR. JUSTICE K. RAMAKRISHNAN, JUDICIAL MEMBER
HON'BLE MR. SAIBAL DASGUPTA, EXPERT MEMBER

For Applicant(s): Suo Motu by Court.

For Respondent(s): Mrs. H. Yasmeen Ali for R1 to R3.
Mrs. H. Yasmeen Ali represented
Mr. D. Srinivasan for R4.
Mr. T. Sai Krishnan through
Ms. J. Dayana for R5.

ORDER

1. The above case has been Suo Motu registered by this Tribunal on the basis of the newspaper report published in *Deccan Chronicle*, Hyderabad Edition dated, 16.03.2021 under the caption "*Garbage piles on roads, foul smell, as GHMC removes bins under new initiative*".

2. It is alleged in the newspaper report that on account of initiative taken by the Greater Hyderabad Municipal Corporation (GHMC) to make Hyderabad a bin-free city and they are taking steps to collect the garbage generated from the houses. But in spite of that, garbage is being dumped on the road sides causing serious health hazards.
3. It is also alleged in the newspaper report that there was no proper collection of garbage from this area which results in serious health hazards to the people in that locality.
4. On going through the allegations made in the newspaper report, we are satisfied that there arises a substantial question of environment which requires the interference of this Tribunal, as non-compliance of the Solid Waste Management Rules, 2016 by the local authorities is a serious environmental issue. So, the matter is admitted.
5. When the matter came up for hearing today through Video Conference, Mrs. H. Yasmeen Ali represented respondents 1 to 3, Mrs. H. Yasmeen Ali also represented Mr. D. Srinivasan who was appearing for the 4th respondent.
6. Since the question to be considered is implementation of the Solid Waste Management Rules, 2016, we feel that it is necessary to implead the Telangana State Pollution Control Board (TSPCB) represented by its

Chairman also as a necessary party to the proceeding. So, the Telangana State Pollution Control Board (TSPCB) represented by its Chairman, No.A-3, Paryavaran Bhavan, Sanath Nagar Rd, Sanath Nagar Industrial Estate, Sanath Nagar, Hyderabad, Telangana - 500 018 is Suo Motu impleaded as additional 5th respondent.

7. The office is directed to carry out the amendment in the cause title.
8. Mr. Sai Krishnan through Ms. J. Dayana represented the newly added 5th respondent. So, service is complete.
9. In order to ascertain the genuineness of the allegations made in the newspaper report, we feel it appropriate to appoint a Joint Committee comprising of (i) the District Collector, Hyderabad District or a Senior Officer not below the rank of Sub Divisional Magistrate/Assistant Collector to be deputed by the District Collector, (ii) a Senior Officer from the Telangana State Pollution Control Board (TSPCB) and (iii) the Commissioner or a Senior Officer deputed by the Commissioner, Greater Hyderabad Municipal Corporation (GHMC) to inspect the area in question and submit a factual as well as action taken report, if there is any violation found.
10. The Committee is also directed to ascertain as to whether the Solid Waste Management Rules, 2016 as well as the directions issued by the Principal

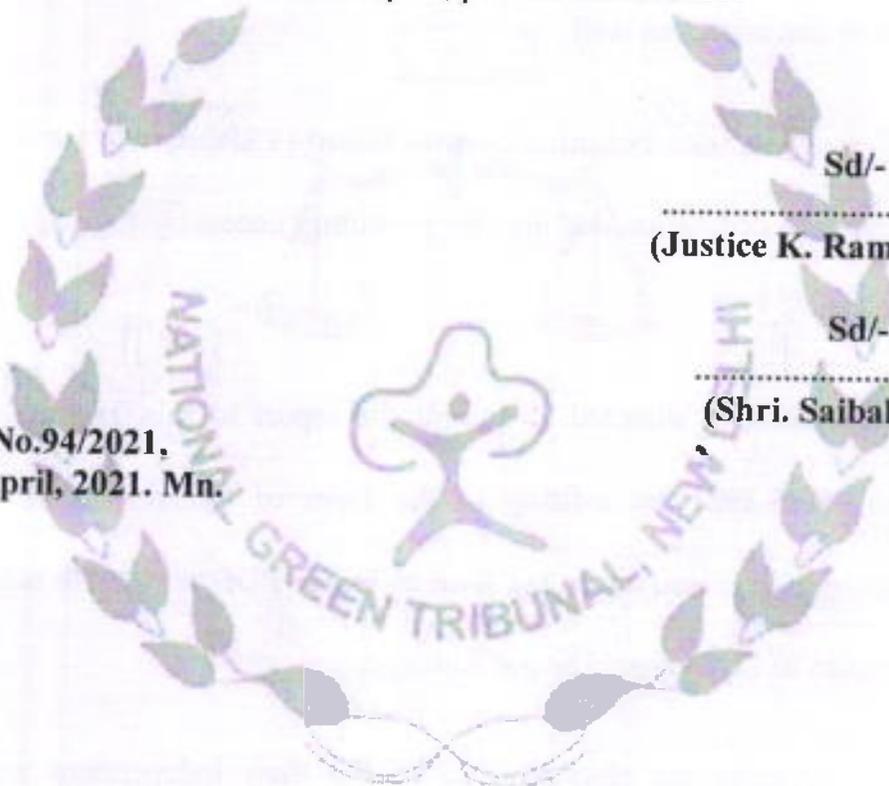
Bench of National Green Tribunal, New Delhi in O.A. No.606 of 2018 are being implemented by the local body and if it is not properly implemented, what is the action taken by the Pollution Control Board against the local body for non-compliance of the directions issued by the Principal Bench of National Green Tribunal in O.A. No.606/2018, including the environmental compensation fixed by the Principal Bench in that case to be recovered from the violating local bodies and submit a report to that aspect as well.

11. The Telangana State Pollution Control Board (TSPCB) will be the nodal agency of co-ordination and also for providing necessary logistics for this purpose.
12. The committee is directed to submit the report to this Tribunal on or before **28.05.2021** by e-filing in the form of Searchable PDF/OCR Supportable PDF and not in the form of Image PDF along with necessary hardcopies to be produced as per Rules.
13. The respondents are also directed to file their independent response regarding the allegations made in the newspaper report and also the implementation of the Solid Waste Management Rules in their respective area to this Tribunal before the next hearing date.

14. The Registry is directed to communicate this order to the members of the committee and also to the official respondents by e-mail immediately along with the copy of the newspaper report and gist of the Suo Motu proceeding with full cause title so as to enable them to comply with the direction.

15. For appearance of parties, filing independent response by the respondents and for consideration of report, post on 28.05.2021.

O.A. No.94/2021,
08th April, 2021. Mn.



Sd/-
.....J.M.
(Justice K. Ramakrishnan)

Sd/-
.....E.M.
(Shri. Saibal Dasgupta)

ANNEXURE R13

Item No.6:**BEFORE THE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE, CHENNAI****Original Application No. 94 of 2021 (SZ)**

(Through Video Conference)

IN THE MATTER OF:

Tribunal on its own motion Suo Motu based on the
News item in Deccan Chronicle Newspaper, Dt.16.03.2021,
“Garbage piles on roads, foul smell, as GHMC removes
Bins under new initiative.

...Applicant(s)

Versus

1. The Principal Secretary of Telangana,
Environment, Science & Technology,
A3, Paryavaran Bhavan, Sanath Nagar Road,
Sanath Nagar Industrial Estate,
Sanath Nagar, Hyderabad, Telangana – 500 018.
2. The Principal Secretary to Government of Telangana,
Municipal Administration & Urban Development,
A3, Paryavaran Bhavan, Sanath Nagar Road,
Sanath Nagar Industrial Estate,
Sanath Nagar, Hyderabad, Telangana – 500 018.
3. The District Collector,
Hyderabad District,
Nampally, 5-8-505, Chirag Ali Lane,
Abids, Hyderabad, Telangana – 500 001.
4. The Commissioner,
Greater Hyderabad Municipal Corporation,
CC Complex, Tank Bund Road,
Lower Tank Bund, Hyderabad – 500 063.
5. Telangana State Pollution Control Board,
Rep. by its Chairman.
A-3, Paryavaran Bhavan, Sanath Nagar Rd,
Sanath Nagar Industrial Estate,
Sanath Nagar, Hyderabad,
Telangana – 500 018.

*(Suo Motu impleaded as 5th respondent
as per order dt.08.04.2021)*

...Respondent(s)

For Applicant(s): Suo Motu by Court.

For Respondent(s): Mrs. H. Yasmeen Ali for R1 to R3.
Mr. D. Srinivasan for R4.
Mr. T. Sai Krishnan through
Ms. J. Dayana for R5.

Date of Judgment: 21st June, 2021.

CORAM:

HON'BLE MR. JUSTICE K. RAMAKRISHNAN, JUDICIAL MEMBER

HON'BLE MR. Dr. K. SATYAGOPAL, EXPERT MEMBER

JUDGMENT

1. The above case has been Suo Motu registered by this Tribunal on the basis of the newspaper report published in *Deccan Chronicle*, Hyderabad Edition dated, 16.03.2021 under the caption "*Garbage piles on roads, foul smell, as GHMC removes bins under new initiative*".
2. It is alleged in the newspaper report that in order to make the Hyderabad a garbage free city and implementation of the Solid Waste Management Rules, 2016 in its letter and spirit, the Greater Hyderabad Municipal Corporation has removed the dustbins provided in the streets, thereby, the garbage dumped on the road sides causing health hazard.
3. Since this Tribunal felt that there arises a substantial question of environment and also non-implementation of the Solid Waste Management Rules, 2016 by the local authorities, the matter has been admitted and appointed a Joint Committee to go into the question and directed them to submit a report. The case was originally posted to 28.05.2021 for that

purpose and on 28.05.2021, it was adjourned to today at the request of the official respondents.

4. When the matter came up for hearing today through Video Conference, Mrs. H. Yasmeen Ali represented respondents 1 to 3, Mr. D. Sreenivasan represented 4th respondent and Mr. T. Sai Krishnan through Ms. J. Dayana represented 5th respondent.
5. The 4th respondent has filed an affidavit dated 17.06.2021, e-filed on the same day and received on 18.06.2021 raising contention more or less in tune with the report submitted by the Joint Committee stating that after seeing the newspaper report, they inspected the area in question and the garbage has been removed immediately and they were taking all steps to collect the garbage dumped on the road sides and also to implement the Solid Waste Management Rules, 2016 in its letter and spirit. Whenever, violations have been noticed, they are imposing penalty as well. They also detailed the nature of steps taken by them for the purpose of implementing the Solid Waste Management Rules, 2016 in that area in its letter and spirit.
6. The Telangana State Pollution Control Board also filed an independent report dated 18.06.2021 e-filed on the same day and received on 21.06.2021 more or less reiterating the observations made by the Joint Committee. Further, they have also mentioned that the Greater Hyderabad Municipal Corporation has taken all necessary steps to implement the Solid Waste Management Rules, 2016 and also having integrated municipal solid waste process facility in different places, for which, necessary permissions have been obtained.

7. They also mentioned that the Telangana State Pollution Control Board is continuously monitoring the facility to ascertain the compliance of the Solid Waste Management Rules, 2016 in its letter and spirit.

8. The Joint Committee has filed the report dated 28.05.2021 e-filed on 28.05.2021 and received on 15.06.2021 which reads as follows:-

"REPORT OF THE JOINT COMMITTEE CONSTITUTED BY THE HON'BLE NATIONAL GREEN TRIBUNAL, SZ, CHENNAI IN O.A. NO.94 OF 2021 IN SUO MOTU BASED ON THE NEWS ITEM IN DECCAN CHRONICLE NEWS PAPER DATED 16.03.2021 UNDER THE CAPTION "GARBAGE PILES ON ROADS, FOUL SMELL, AS GHMC REMOVES BINS UNDER NEW INITIATIVE"

It is to submit that the Hon'ble NGT, Chennai on its own motion Suo Motu registered an Original Application (OA) on the basis of the newspaper report published in Deccan Chronicle News Paper dated 16.03.2021 under the caption "Garbage piles on roads, foul smell, as Greater Hyderabad Municipal Corporation (GHMC) removes bins under new initiative".

It is alleged in the newspaper report that on account of initiative taken by the Greater Hyderabad Municipal Corporation (GHMC) to make Hyderabad a bin-free city and they are taking steps to collect the garbage generated from the houses. But in spite of that, garbage is being dumped on the road sides causing serious health hazards.

It is also alleged in the newspaper report that there was no proper collection of garbage from this area which results in serious health hazards to the people in that locality.

It is to submit that the above case came up for hearing before the Hon'ble NGT on 08.04.2021 and the Hon'ble NGT ordered to constitute a Joint Committee comprising of following: -

- 1. District Collector or representative (not below the rank of Sub-Divisional Magistrate / Assistant Collector), Hyderabad District.*
- 2. Senior Officer, TSPCB*
- 3. Commissioner or Senior Officer, GHMC*

The Hon'ble NGT directed the Joint Committee to inspect the area and submit a factual and Action Taken Report, if there is any violation found including the following aspects: -

- i. To ascertain as to whether the Solid Waste Management Rules, 2016 as well as the directions issued by the Hon'ble NGT, Principal Bench, New Delhi in OA No.606 of 2018 are being implemented by the local body and*

ii. If it is not properly implemented, what is the action taken by the Pollution Control Board against the local body for non-compliance of the directions issued by the Hon'ble NGT, Principal Bench in OA No.606/2018, including the environmental compensation fixed by the Principal Bench in that case to be recovered from the violating local bodies.

Accordingly, a Joint Committee was constituted with following members:

1. Ms. P. Pravinya, IAS, Zonal Commissioner, Khairatabad Zone, GHMC (Representative of Commissioner, GHMC).
2. Shri M. Venkateshwarulu, Additional Collector, Hyderabad (Representative of District Collector, Hyderabad).
3. Shri D. Narender, SEE, TSPCB (Representative from TSPCB).

As per the instructions, the Joint Committee has conducted inspection of the areas as alleged in the news item on 22.05.2021 to ascertain whether the Solid Waste Management Rules, 2016 as well as the directions issued by the Hon'ble NGT, Principal Bench, New Delhi in OA No.606 of 2018 are being implemented by the local body. The Joint Committee had a preliminary meeting on 21.05.2021 to prepare a roadmap for inspection and aspects to be taken into consideration during the inspection of the committee and inspected the site.

The Joint Committee members have inspected the locations mentioned in the News article to verify the present situation and the action taken by GHMC on adverse News article and the following report is submitted:

I. Observations of the Committee:

1. In the news article, it was alleged that GHMC has not been able to clear the garbage that has piled up on roads and street corners at various locations in Nampally railway station, Nampally market, Koti, Asifnagar, Red Hills, Padmaraoanagar, Marredpally etc.

2. During the site inspection, it is observed that the garbage was removed from the locations and arrangements were made not to litter the area further like barricading the area with green mesh, plantation of saplings and sign boards. The establishments and households nearby the vulnerable points are counselled to handover segregated waste to the SAT autos and penalties are being imposed on such violators. The Committee noticed that warning sign boards are also fixed at those points indicating not to throw the garbage.

3. It was brought to the knowledge of the committee that earlier there were existing dumper bins and RFC bins in GHMC jurisdiction area as secondary garbage collection points. In order to achieve the garbage free city the existing garbage bins were totally removed from entire GHMC area in a phased manner to encourage collection of

54

waste at source with the use of Swachh Auto Tippers (SAT) vehicle as per SBM garbage free protocol. During such transformation to bin-less streets, certain establishments and households are throwing garbage at those such points where earlier bins existed in spite of best efforts made by GHMC. Therefore, GHMC has taken up IEC activities and counselled the citizens to handover to SAT waste collectors and penalties are being imposed on violators. Such open points generated due to removal bins are being lifted thrice a day with the help of the fleet of vehicles.

4. Based on the grievances received from public and news articles appears, the concerned official of GHMC are inspecting such locations including all possible vulnerable points where dumper bins & RFC bins existed earlier and taken action for removal of the waste on daily basis. The locations are cleaned and warning sign boards are fixed indicating not to throw the garbage and levying penalties to ensure no littering happens. (The photos from the field visit and the present status of the points mentioned in the newspaper article are attached as Annexure)

5. The Committee further interacted with the local residents and establishments on the collection mechanism from door to door; cross checked the segregation of garbage at source, frequency of garbage collection and has visited Secondary Transfer Collection Point (STCP) at People's Plaza, Khairatabad to oversee the mechanism implemented.

6. The Committee noticed that, the segregated waste is collected by the Waste Collectors on daily basis in Swachh Auto Tippers having two compartments for dry waste and wet waste. The Collected Waste is transferred to the transfer points or Secondary Transfer Collection Points. The Secondary transfer points are equipped with Compactors where the waste collected by SAT is put into equipment and the compacted waste with compactor lifted to the vehicle and transported to the integrated facility at Jawaharnagar for processing and disposal.

7. The news article also claims that the SATs are being mis-utilized, but it is observed that GHMC is ensuring that all SATs function to collect door to door garbage. The minor repairs which are incurred by vehicles are being serviced by the beneficiaries themselves in the shortest possible time. In areas with narrow reaches, Tricycles and wheel barrows are collecting the household / commercial waste and clearing the same through the existing transport fleet.

II. Status of Solid Waste Management obtained from GHMC:

The Greater Hyderabad Municipal Corporation in its report submitted to the committee informed that they are implementing the Integrated Solid Waste Management project for collection, transportation, treatment and disposal of Municipal Solid

Waste (MSW) generated in GHMC as per SWM Rules 2016. At present, the collection of waste including transportation up to transfer Stations is operated by the corporation itself. The management of transfer stations and transportation of waste from all transfer stations including treatment and disposal is operated through the private operator M/s Hyderabad Integrated Municipal Solid Waste Ltd under Public Private Partnership in Built, Operate and Transfer (BOT) mode. At present, total quantity of 5978 TPD (on average) of Municipal waste is treated and disposed at the treatment and disposal facility. The details of the Solid waste management activities in the Greater Hyderabad Municipal Corporation area covering (30) circles are briefed as follows:

1. Collection of Municipal Solid Waste:

Waste is collected from door-to-door through (3515) Auto tippers, with separate partition for wet and dry waste, named as "Swachh Auto Tippers" (SATs) from individual households, shops and commercial establishments. The corporation has procured and handed over each Auto to selected waste collectors (mostly waste pickers) one driver and one helper and allotted about 400-450 households (HHs) to each of the SAT. Certain areas with narrow lanes are covered by push carts and tricycle rickshaws and these operators will visit such areas at fixed timings and alert the individual HHs with whistling and individuals will hand over their waste.

The GHMC submitted that the waste from the Bulk waste generators such as hotels and restaurants, function halls, commercial establishments etc will be collected through (37) Refuse Compactor vehicles and (8) Big compactors. Apart from these vehicles (315) Nos of 6T capacity Tippers are operated for collection of waste from weekly market areas, collection points for the sweeping waste etc

2. Transportation of waste:

All the waste so collected through Autos, Refuse compactors and Tippers will be transported to (32) No of Transfer stations established at various locations in the city for transfer waste into bigger vehicles immediately on the same day within 12 hours so that no leachate is generated at the transfer stations and the following are the details of various categories of Transfer stations.

a) Conventional transfer stations (8Nos): The waste from the primary/secondary collection vehicles is transferred into (160) no of 25GVW capacity vehicles using (7) no of Rear end Refuse Compactor Vehicles (RCVs) of 8 Cum and (9) no of 14 Cum capacity.

b) Modern transfer stations (24 Nos), including (15) Nos of new Secondary Collection and Transfer Points : These transfer stations are equipped with static compactors/ portable static compactors under closed shed to transfer the waste directly from primary vehicles into containers, without unloading, which are having provision to collect the leachate generated due to compaction waste. These

containers will be transported to the treatment and disposal facility through (54) No of 35 GVW Hook& Lift vehicles. The following are the details of various transfer stations.

i. Static Compactors (56Nos): These are high-capacity automated static compactors which load the waste received from primary collection vehicle into 24 cum hermetically sealed containers (cylindrical containers) and compact the waste. Later containers are loaded on to 35 GVW hook loader vehicles and transported to treatment and disposal facility.

ii. Portable self-compactors(64Nos): The waste from primary collection vehicles is loaded into the 20 cum capacity portable self-compactor attached to the rectangular container and waste is compacted by itself. Later container is mounted on the 35 GVW hook loader vehicles and transported to treatment and disposal facility.

3. Dry Waste Resource Centres:

Dry Waste Resource Centres (78Nos) with an average of 1.5 TPD capacity each were established at various locations for channelizing the Dry Waste for recycling. These DRCs are developed under CSR initiative by ITC and Godrej and are maintained by Waste Pickers.

4. Grievance redressal system:

GHMC has established a centralized IT enabled grievance redressal system, through which the citizens can register the grievance by Myghmce application, Prajavani, GHMC toll free number 040 — 21111111. The number of sanitation related grievances received from January 2021 to March 2021 are 13302 out of which 11529 were resolved.

5. Penalties levied by GHMC:

GHWMC has levied spot fines for the citizens those who are littering on road sides and in open nalas. For the financial year 2020-21, the circle wise sanitation officials have levied 299 number of fines and received Rs. 4,63,900 and Rs. 10,000 towards littering on roads and in nalas respectively.

6. Treatment and Disposal:

MSW transported from various transfer stations is received at the centralized treatment and disposal facility at Jawaharnagar and it is treated and disposed as per the SWM rules 2016. MSW is unloaded from the trucks on tipping floor and left to dry for about 7 days to collect the Leachate coming out of oozing. Waste is segregated into wet and dry fraction through rotary screens with 70 mm sieves which are generally termed as trommels. Below 70mm sized material constitutes of higher organic material is processed into compost and whereas above 70mm material constitutes of Inorganic material which is mostly the combustible fraction, known as Refused Derived-Fuel (RDF), is partly sending to the cement factory as alternate fuel and majority of

quantity waste is disposed through the 19.80 MW waste to energy plant constructed with the facility. Proposal for enhancement of existing Waste to Energy plant to 48 MW is approved by Government of Telangana. It is also proposed to establish at 4.5 MW WE plant at Dundigal under the scope of IMSWM project.

Leachate generated during process of treatment is treated and disposed using 600 KLD capacity from leachate treatment plant established within the plant premises.

Landfill is constructed and operated to accommodate inerts/rejects generated during process of treatment of MSW. Landfill constitutes of series of layers viz., Clay liner, HDPE liner, Drain media (for leachate collection), Geo-textile media to resist any contamination of leachate with ground water.

III. Concluding remarks:

Based on the field observations and interaction with public and above status of overall implementation of the SWM rules in GHMC area, the following concluding remarks are submitted:

1. When the idea of a garbage free city was being adopted by the city of Hyderabad, it took some time for the general public to bring in the behavioural change of handing over waste to SAT autos instead of throwing in the near-by Bin.
2. Subsequently of the public were educated through various IEC activities by GHMC and now majority of the public have stopped dumping the waste on roadside as reported in the news article. However, some small heaps of sporadic garbage on road sides which were being cleared by GHMC from time to time and also supplemented by imposition of penalties. If require, more SATs can be procured based on demand.
3. IEC activities to be continued on a regular basis and intensive campaigns to encourage public to hand over waste only to GHMC authorized waste collectors along with sustained efforts to encourage source segregation. Enforcement Activities to be continued to discourage indiscriminate garbage throwing."

9. It is seen from the report that the grievance alleged in the newspaper report has been redressed immediately by the Greater Hyderabad Municipal Corporation and the garbage that is found in that area has been removed immediately. They also mentioned in the report regarding the steps taken by the Greater Hyderabad Municipal Corporation to implement the Solid Waste Management Rules, 2016 in its letter and spirit.

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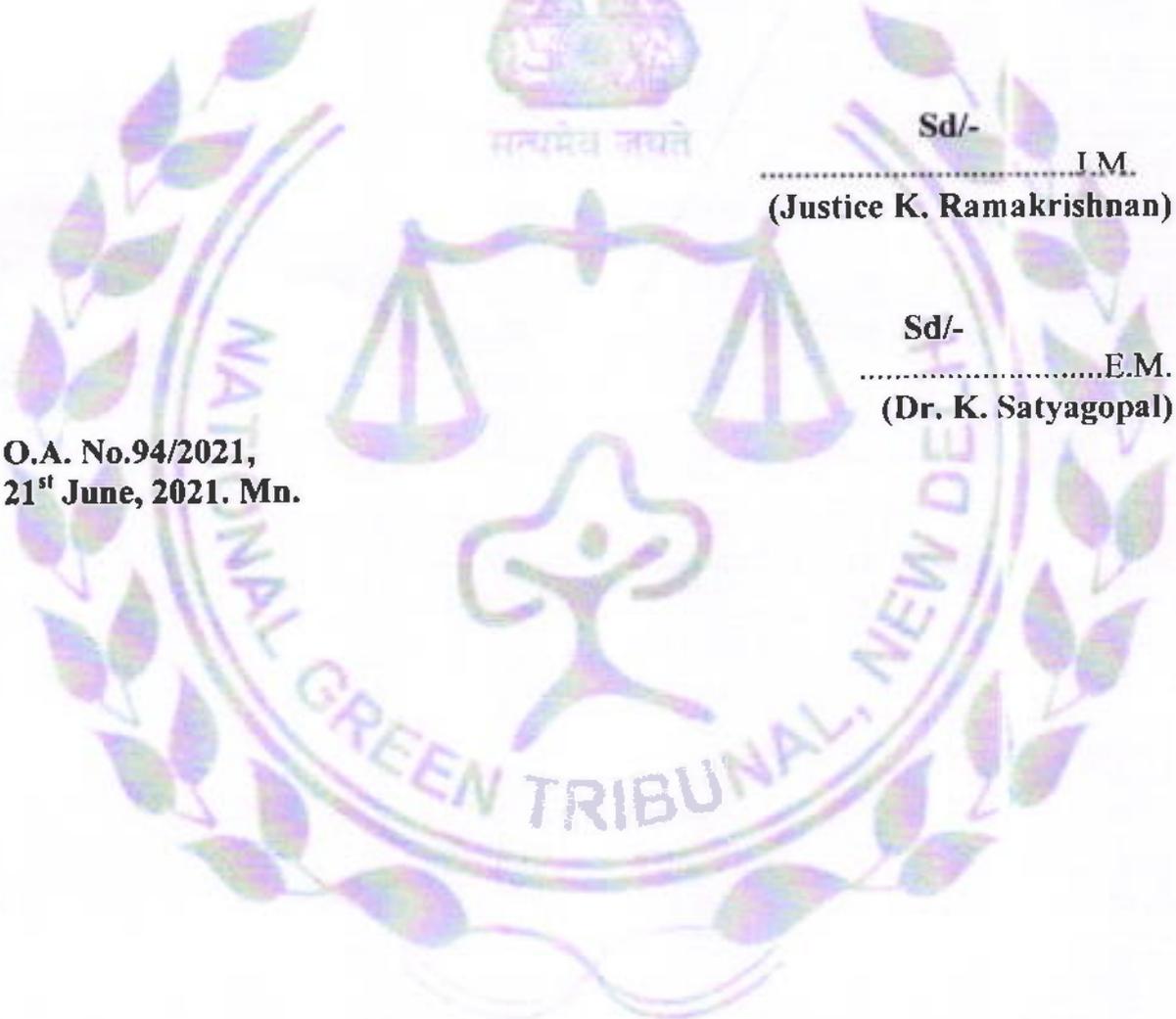
10. Since the grievance in the newspaper report has been redressed and also the report of the Telangana State Pollution Control Board and the Joint Committee show that the Greater Hyderabad Municipal Corporation is taking all earnest attempts to implement the Solid Waste Management Rules, 2016 in its letter and spirit and also taking steps to make the Hyderabad a garbage free city, we feel that the application can be disposed with certain directions.

11. So, this application is disposed of as follows:

- (i) The Joint Committee report dated 28.05.2021 e-filed on 28.05.2021 and received on 15.06.2021 is recorded and accepted.
- (ii) The Greater Hyderabad Municipal Corporation is directed to take all necessary steps to avoid recurrence of such things happening and also take necessary steps to implement the Solid Waste Management Rules, 2016 in its letter and spirit, so that dumping of garbage on road sides can be avoided in future and segregate the garbage waste generated at sources itself which can be collected by the local body and dispose of the same in a scientific manner as per rules.
- (iii) The Telangana State Pollution Control Board is directed to have regular monitoring and take immediate steps, if such incidents are brought to their notice either by way of complaint or by way of newspaper report like this to redress the issue in co-ordination with the local bodies.

(iv) The Registry is directed to communicate this order to the official respondents including Greater Hyderabad Municipal Corporation and Telangana State Pollution Control Board by e-mail immediately for their information and compliance of the direction.

12. With the above observations and directions, this application is disposed of.

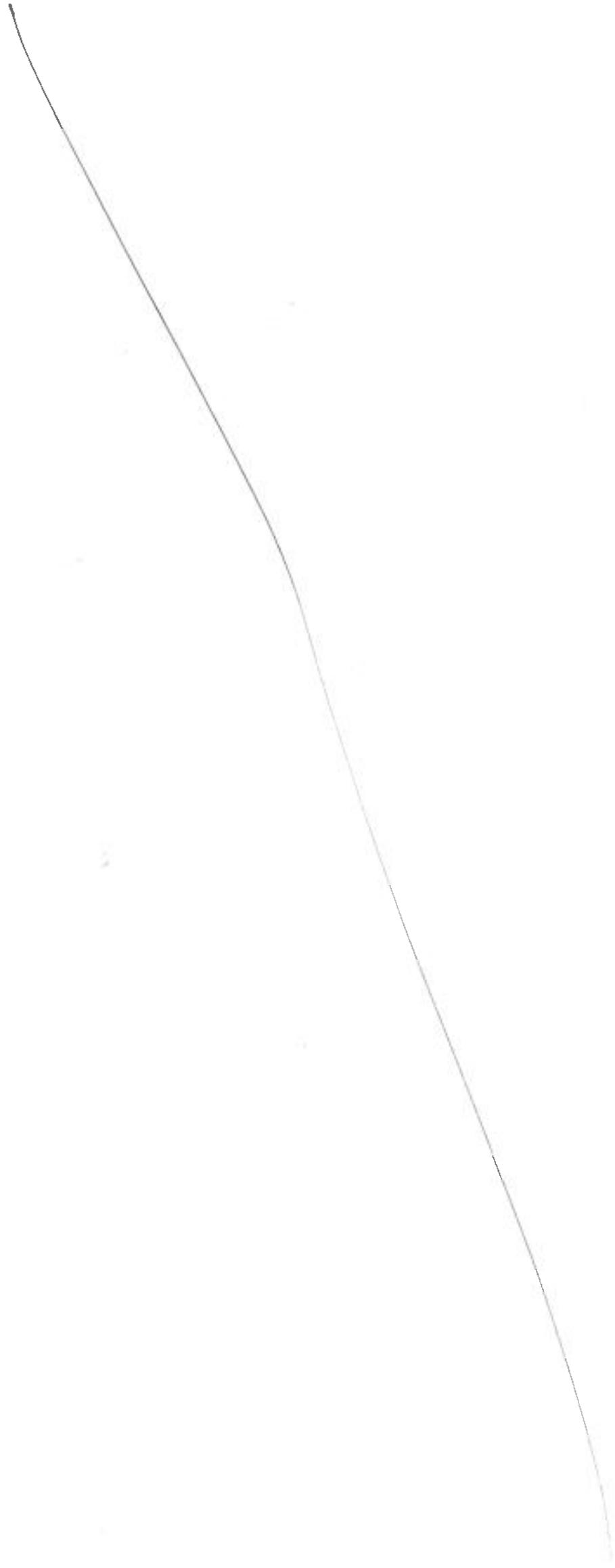


Sd/- I.M.
(Justice K. Ramakrishnan)

Sd/- E.M.
(Dr. K. Satyagopal)

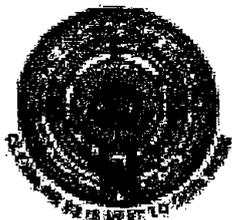
O.A. No.94/2021,
21st June, 2021. Mn.

NGT



Concession Agreement

Between



Greater Hyderabad Municipal Corporation

(acting through its authorized officer on this behalf)

And



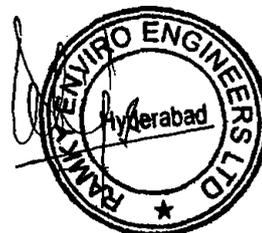
Leading Sustainable Growth

Ramky Enviro Engineers Ltd, Hyderabad

For

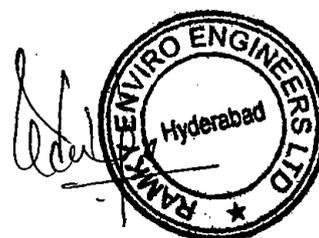
**Integrated Municipal Solid Waste Management
Project for the city of Hyderabad**

Andhra Pradesh

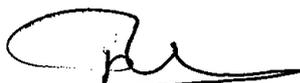


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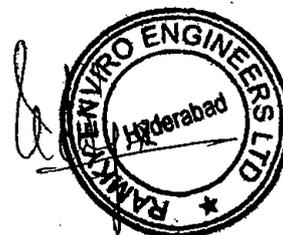

SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



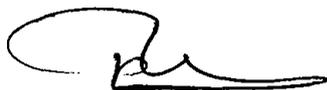
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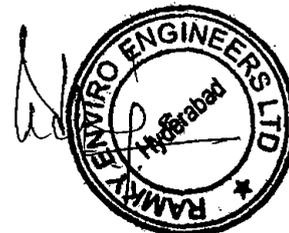
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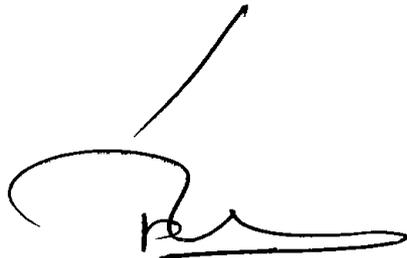
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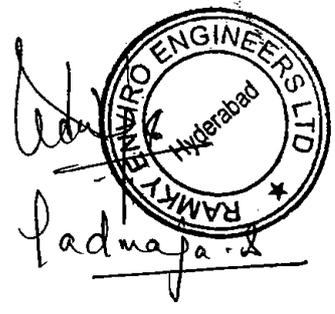
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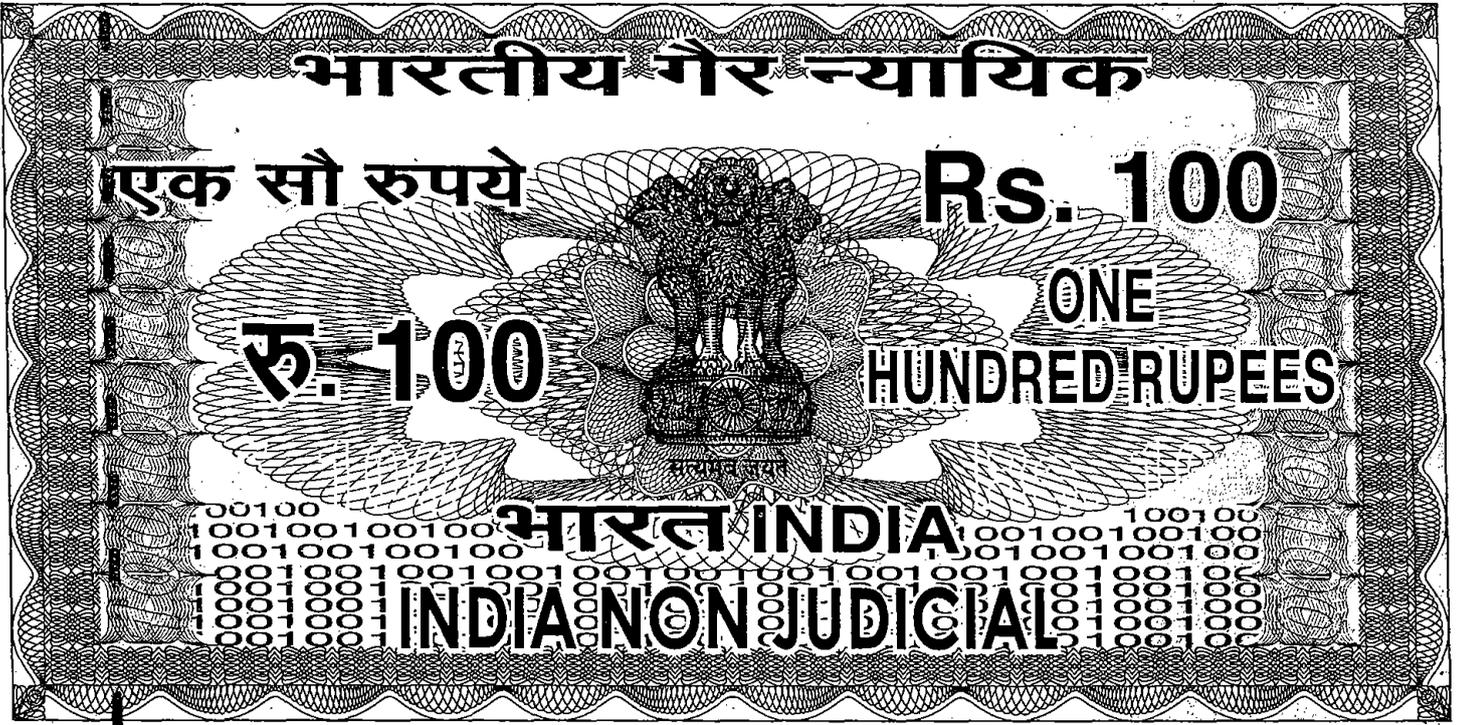
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**SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION**



RAMKY ENGINEERS LTD
Hyderabad
Padmaja



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S 453460

Sl. No. 74641 Date: 08/10/2008. Rs.: 100/-
 Sold To T. Jeevan Kumar
 S/o. T. Mark R/o. Hyd.
 To Whom M/S. Ramky Enviro Engineers Ltd.

K. RAMA CHANDRAVATHI
 STAMP VENDOR (L. No:27/99, RL.No. 16/2008),
 6-3-387, Beside Banjara Durbar Hotel, Panjagutta
 HYDERABAD - 500 082. Phone. No. 23351799

CONCESSION AGREEMENT

THIS AGREEMENT made this 21st day of February, Two Thousand and Nine at Hyderabad, Andhra Pradesh, India.

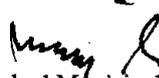
BETWEEN

Greater Hyderabad Municipal Corporation, established under the Hyderabad Municipal Corporation Act, 1956. and having its registered office at Tank Bund, Hyderabad, acting through the Commissioner (hereinafter referred to as "GHMC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART

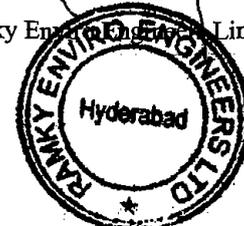
AND

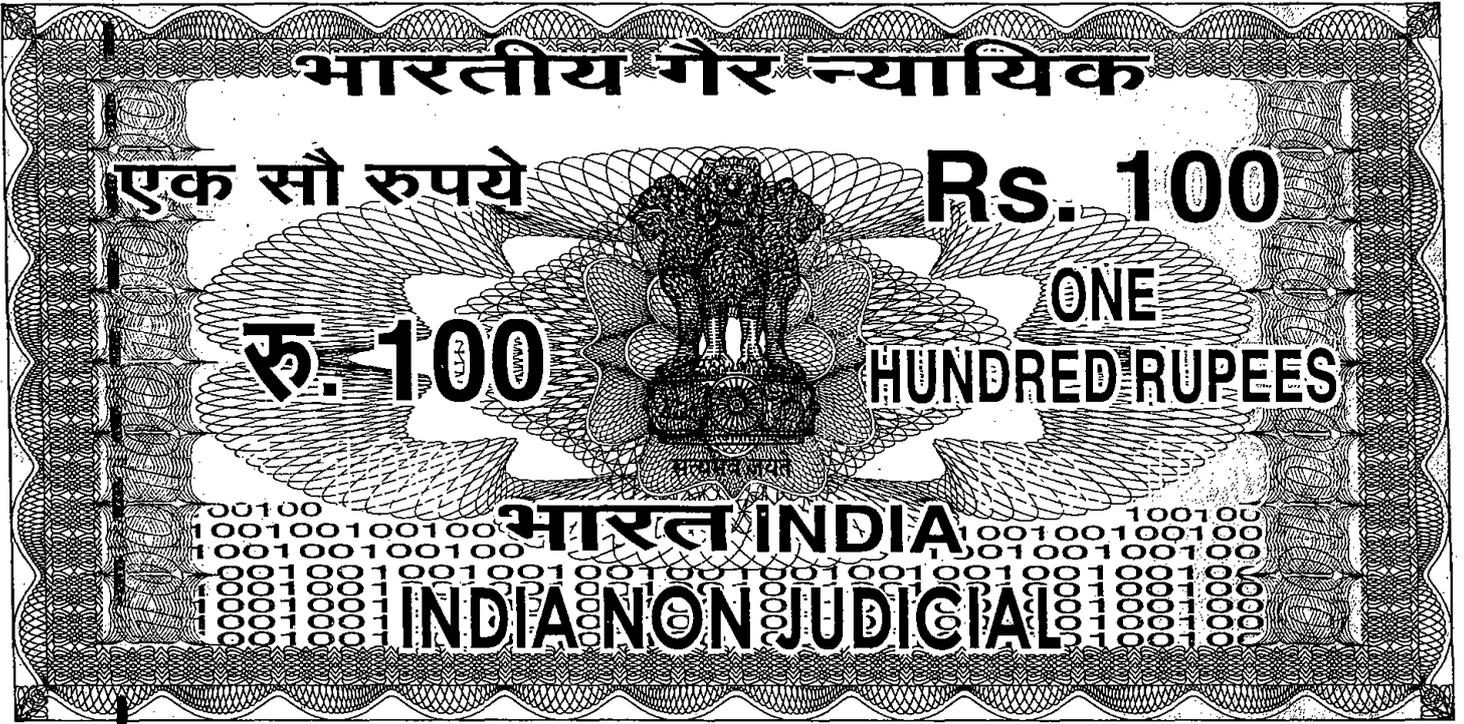
Ramky Enviro Engineers Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Ramky House, Opposite Necklace Road Railway Station, Rajbhavan Road, Somajiguda, Hyderabad - 500082 (hereinafter referred to as "Concessionaire", which expression shall, unless repugnant to the context or meaning thereof, mean and include its associate/ group companies, successors and permitted assigns) of the OTHER PART

GHMC and Concessionaire are hereinafter referred to individually as the "Party" and collectively as the "Parties"


 Greater Hyderabad Municipal Corporation
 Commissioner & Special Officer,
 Greater Hyderabad Municipal Corporation


 Ramky Enviro Engineers Limited





ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S 453461

Joseph Chandravathi

Sl. No. 71642 Date: 08/10/2008. Rs.: 100/-
 Sold To T Jeevan Kumar
 S/o. T. Mark R/o. Hyd.
 To Whom N/S. Ramky Enviro Engineers Ltd.

K. RAMA CHANDRAVATHI
 STAMP VENDOR (L. No:27/99, RL.No. 16/2008),
 6-3-387, Beside Banjara Durbar Hotel, Panjagutta
 HYDERABAD - 500 082. Phone. No. 23351799

WHEREAS,

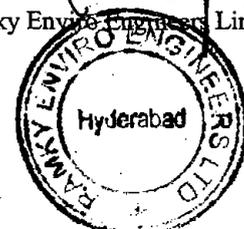
- GHMC is responsible for providing municipal and allied civic services, which include the collection, transportation, processing and disposal of Municipal Solid Waste (MSW) generated in the city. GHMC currently disposes the collected MSW in an unscientific manner of disposal.
- The Ministry of Environment and Forests (MoEF) under the aegis of Government of India (GoI), has formulated the Municipal Solid Waste (MSW) Rules 2000 ("MSW Rules"), which makes it mandatory for every civic body to implement a scientific solid waste management system through which MSW is duly processed and only waste that are not suitable either for recycling or for processing are disposed in an engineered sanitary landfill.
- GHMC is desirous of establishing a suitable mechanism to manage the collection, transportation, processing and disposal of MSW generated from the GHMC area by utilizing the scientific advancements in the field with a view to meet environment regulations and to improve public health & hygiene.
- With a vision to improve MSW management in the city of Hyderabad, GHMC is in the process of submission of DPR for obtaining grants under "Jawaharlal Nehru Urban

[Signature]
 Greater Hyderabad Municipal Corporation

Commissioner & Special Officer,
 Greater Hyderabad Municipal Corporation

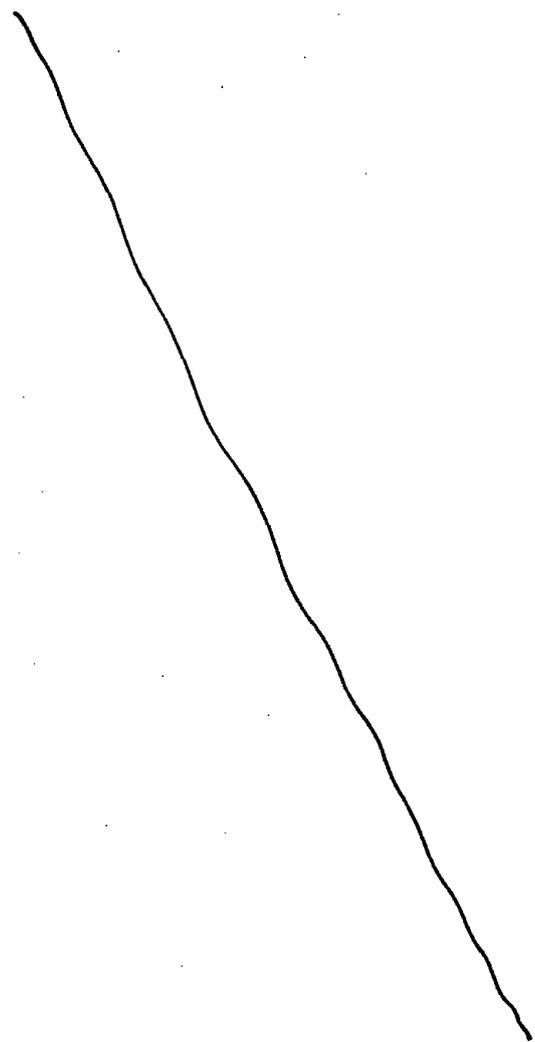
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[Signature]
 Ramky Enviro Engineers Limited



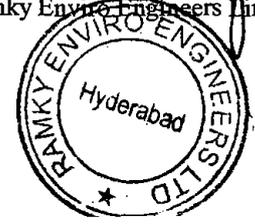
Renewal Mission (JNNURM)” a program under the Ministry of Urban Development, Government of India.

- E. The objective of GHMC is to develop and implement a viable & environmentally sustainable integrated MSW management system in Hyderabad (defined as the “Project”). GHMC desires that its MSW management system shall be a ‘model system’ for the Country, which would scientifically collect, transport, process and dispose the MSW, have maximum recycling recovery, and create public awareness and participation through a Public Private Partnership (PPP) format.
- F. To achieve these objectives, GHMC has transparently procured and selected the Concessionaire.
- G. GHMC and Concessionaire hereto are required to enter into Concession Agreement being these presents to record the terms, conditions and covenants of the Concession.



Greater Hyderabad Municipal Corporation
Commissioner & Special Officer,
Greater Hyderabad Municipal Corporation

Ramky Enviro Engineers Limited



ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

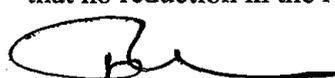
“**Acceptance of Concession**” shall have the meaning ascribed thereto in **Clause 2.9**.

“**Access Road**” means the motorable approach road (minimum of 30 ft. wide) for the access to the site as detailed out in the **Schedule 2**.

“**Additional Cost**” shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.

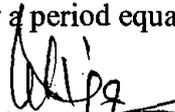
“**Adjusted Equity**” means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

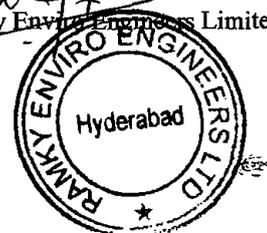
- a. On or before COD-T&D, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;
- b. From COD-T&D and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and
- c. After the 4th (fourth) anniversary of COD-T&D, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.15% (zero point one five per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD-T&D and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD-T&D and the Reference Date;
For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date provided that no reduction in the Adjusted Equity shall be made for a period equal to the


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duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made

“Affected Party” shall mean the party claiming to be affected by a force Majeure Event in accordance with the **Article 8**.

“Agreement” means this agreement between GHMC and Concessionaire, including its schedules and annexure and includes any amendments and hereto in accordance with the provisions hereof.

“Applicable Approvals” means all the authorizations, licenses, clearances, permits, no-objections, sanctions and consents as required by applicable Laws, to be procured by either GHMC or the Concessionaire in connection with the implementation of the Project.

“Applicable Law” shall mean all laws, Acts, ordinances, rules, regulations, notification & guidelines in force and effect, including MSW Rules, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the period of subsistence of this agreement and applicable to the Project.

“Appointed Date” shall mean the date of this Agreement.

“Arbitration Act” shall mean the Arbitration and conciliation Act, 1996 of India and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Associates” shall mean any company(ies) which is (are) controlled by the Concessionaire. For the purpose of this definition, the term “control” means the power to direct the management or policies of such entity, directly or indirectly, through the ownership of shares or other securities, by contract or otherwise, provided that the direct or indirect ownership of fifty one percent (51%) or more of its voting share capital is deemed to constitute control of such entity, and “controlled” shall be constructed accordingly.

“Change in Law” shall have the meaning ascribed thereto in **Article 8.11**.

“Commercial Operation Date” or “COD” means the date notified by Concessionaire as the date on which the Plant is ready to commence commercial operations after successfully completing the testing. The COD shall be for two parts:

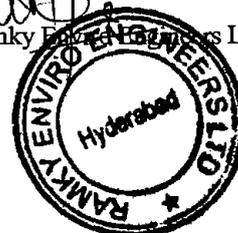
- a. COD – C&T: For the collection and transportation system. This date shall be the date 180 days from the date of this Agreement; and


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- b. COD – T&D: For the Treatment & Disposal facility at Jawaharnagar. This date shall be the date 2 (two) years from the date of this Agreement.

“**Composting**” shall mean a controlled process involving microbial decomposition of organic matter.

“**Concession**” means collectively all the rights granted by GHMC to the Concessionaire under this Agreement with respect to designing, developing, implementing, constructing, operating and maintaining the Project for collection, transportation, processing and disposal of the Municipal Solid Waste generated from within the MSW supply area and reclamation & reuse of existing dumpsites, subject to all the terms, conditions, covenants and obligations of this Agreement.

“**Construction Requirements**” shall mean collectively the waste processing facility construction requirements and the landfill facility construction requirements in line with minimum specifications given in Project Information Memorandum (PIM) of the RfP document.

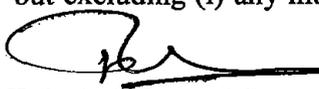
“**Construction Works**” shall mean all works and things required to be constructed by the Concessionaire, pursuant to the construction requirements and O&M Requirements.

“**Contractor**” shall mean any person with whom Concessionaire has entered into/may enter into any material contract in relation with the construction works and O&M Requirements.

“**Daily Weight Sheet**” shall have the meaning given to the term in **Clause 5.18(a)**.

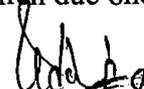
“**Debt Due**” means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding and payable to the Senior Lenders under the Financing Documents:

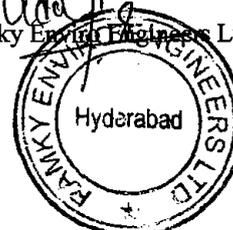
- a. The principal amount of the debt provided by the Senior Lenders under the Financing Documents for financing the Project (the “principal”) which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of GHMC; and
- b. All accrued interest (calculated at a rate of 2% above the prevailing medium term lending rate per annum for loans with 1 (one) year maturity as fixed from time to time by the State Bank of India), financing fees and charges payable on or in respect of the debt referred to in sub-clause (a) above upto the date preceding the Termination Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the


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Concession Agreement for Integrate Municipal Solid Waste Management Project at Hyderabad, Andhra Pradesh

Termination Date, and (ii) penal interest or charges, payable under the Financing Documents to any Senior Lender.

“DPR” shall mean Detailed Project Report of solid waste management component prepared under JNNURM scheme of GOI.

“Effective Date” means the date of signing of this Agreement.

“Emergency” shall mean conditions or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

“Encumbrances” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the site.

“Event of Default” shall have the meaning ascribed thereto in Article 9.1.

“Excluded Waste” means waste material of the nature that the Project Facilities are not designed or authorized to receive, manage, process and dispose which includes Hazardous Waste and Bio-medical Waste.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the subsequent year.

“Financing Documents” or “Financing Agreements” means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures, bonds, and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project.

“Force Majeure” or Force Majeure Event” shall mean an act, event condition or occurrence as specified in Article 8.

“GHMC Area” is the area officially delineated by the Government of Andhra Pradesh as part of Greater Hyderabad Municipal Corporation.

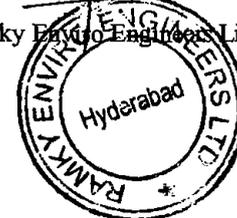
“GOAP” shall mean the Government of Andhra Pradesh.

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“GOI” shall mean the Government of India.

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Law, and Applicable Approvals, in a reliable, safe, economical, and efficient manner.

“Government Agency” shall mean Gol, GoAP, GHMC or any State Government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over Concessionaire, the Site/Project Facilities or any portion thereof, for the performance of all or any of the services or obligations of Concessionaire under or pursuant to this Agreement.

“Hand Over of Project Facilities” shall have the meaning ascribed thereto in **Article 10**.

“Hazardous Waste” shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules, 1989 and as amended thereto.

“Implementation Period” shall mean the period from the Effective Date to COD.

“Independent Engineer” shall be a third party, which is either a company, corporation, partnership, joint venture, trust, unincorporated organization, government body or any other legal entity as may be nominated who shall be the nodal person for supervision and monitoring of compliance by Concessionaire with respect to the Construction Requirements and O&M Requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the bid documents consisting of this Agreement and the RFP.

“Land filling” means the disposal of the Residual Inert Matter and Rejected Wastes at the Landfill Site in accordance with the terms of this Agreement.

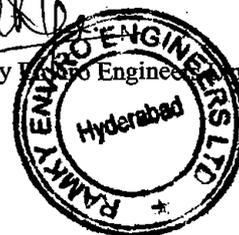
“Landfill Site” means the existing landfill site for disposal of solid waste located at Jawaharnagar, Hyderabad, the location of which is indicated in the map in Schedule 1, and any other alternate or additional landfill site notified by GHMC as being available for disposal of MSW pursuant to this Agreement.


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“MSW” or “Municipal Solid Waste” means solid waste generated by households, public services, agricultural activities, commercial establishments and industries and shall include Solid Waste, and Organic Waste, but shall not include the Excluded Wastes.

“MSW Rules” means the Municipal Solid Waste (Management and Handling) Rules, 2000 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) and includes any statutory Amendments/ modifications thereto for re-enactments thereof, for the time being in force.

“Material Adverse Effect” means a material adverse effect on (a) the ability of either Party to exercise any of the rights to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“O&M Requirements” shall mean the requirements as to operation and maintenance of the Project Facilities set forth in **Schedule 3**.

“Organic Waste” means such type of Waste that can be degraded by microorganisms, but shall not include Excluded Wastes.

“Parties” shall mean the parties to this Agreement and **“Party”** shall mean either of them, as the context may admit or require.

“Performance Security” shall mean the guarantee for performance of its obligations to be furnished by Concessionaire in accordance with **Article 5.1**.

“Person” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

“Plant” shall mean the apparatus and machinery for carrying on the activities required for the Project, fixed or movable, but excluding consumables and premises.

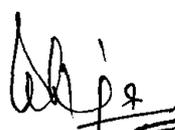
“Post Closure Activities” shall mean the activities to be undertaken by Concessionaire after closure of landfill site.



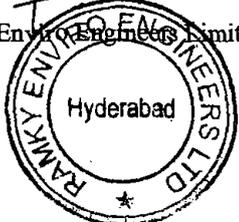
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“Power Plant” means a power generation plant that will generate electricity by using the MSW/ RDF and / or Supplementary Fuel, as the case may be.

“Preliminary Notice” means the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Project” means the project for enabling collection, transportation, processing and disposal of MSW and reclamation/ alternative use of existing dump sites and for that purpose to design, develop, finance, construct, operate and maintain the Plant, under and in accordance with the terms and provisions of this Agreement.

“Project Completion Schedule” means the progressive Project Milestones set forth in Clause 5.4 (m) for completion of the Project on or before COD – T&D;

“Project Facilities” means, as the context may require, either all or one or more of the following: (i) collection (ii) transportation, inclusive of transfer stations (iii) the Site (iv) the individual facilities comprising the Plant, namely the Compost Plant, RDF Plant, the Inert Management Facilities, (if Concessionaire decides to develop the same) and the Power Plant, and (v) the landfill and (vi) Reclamation works for alternative use of existing dump sites.

“RDF” means the solid fuel in the form of fluff or pellets/ briquettes that is produced by drying and separation of combustible fractions from the MSW meeting the requirements of the boiler to generate electricity through the turbine that will be part of the Power Plant.

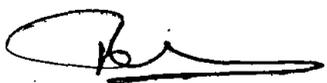
“RDF Plant” means the Facility that will be constructed, operated and maintained as part of the Plant, for producing RDF from the MSW.

“RFP” shall mean Request for Proposal document issued by GHMC.

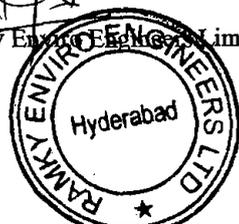
“Readiness Certificate” shall mean the certificate issued by Independent Engineer certifying, *inter-alia*, that Concessionaire has constructed all the facilities so as to enable receipt of Municipal Solid Waste Processing and Land filling, and the Concessionaire has obtained all approval necessary to receive the Municipal Solid Waste supplied by GHMC.

“Residual Inert Matter” means the waste matter obtained after processing of the MSW by each of the relevant Project Facilities.

“Rupees or Rs” refers to the lawful currency of the republic of India.


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“**SPCB**” Shall mean State Pollution Control Board: specifically, Andhra Pradesh Pollution Control Board.

“**Senior Lender**” means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the project cost and who hold parri passu charge on the assets, rights, title and interests of the Concessionaire.

“**Site**” means the land admeasuring about 320 Acres located at Jawahar Nagar, Hyderabad more particularly described in **Schedule 1**. The term ‘Site’ shall also include existing dump sites at located at Fathullaguda, Shamshiguda, and Gandhamguda, existing transfer stations sites located at Lower Tank Bund, Yousufguda, and Imliban and any new sites identified for development of transfer stations and treatment and disposal facilities that are subsequently handed over to the Concessionaire for the Project.

“**Successful Bidder**” shall mean the party selected by GHMC, through a competitive bidding process for implementing the Project as per Scope of Works defined in **Article 2.1**.

“**Supplementary Fuel**” shall mean any fuel as a supplement to the MSW to enrich the RDF and/or to directly support the operation of power plant.

“**Tax**” Shall mean and includes all taxes, fees, cess, levies that may be payable by the Concessionaire under Applicable Laws(s).

“**Term**” means the time period of 25 years from the date of COD - T&D and extendable thereafter on mutual agreement between the successful bidder and GHMC. Post closure period of the landfill is for 15 years after the expiry of the active landfill period i.e. 25 years.

“**Termination**” Shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

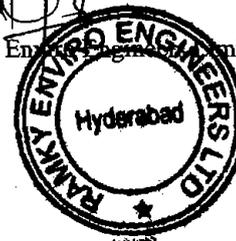
“**Termination Date**” shall mean the date specified in the Termination Notice as the date on which Termination occurs / comes into effect.

“**Termination Notice**” Shall mean the notice of termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.


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“Termination Payment” means the payments payable pursuant to **Article 9.2(f)** of this Agreement.

“Tests” shall mean the tests to be carried out in accordance with the Construction Requirements or the O&M Requirements and generally conform to the nature of construction & operation as per standard practice.

“Tipping Fee” shall mean the amounts payable by GHMC to Concessionaire, as set out in Article 7.

“Vacant Possession” means delivery to Concessionaire of possession of the lands constituting the Project sites free from all Encumbrances and the grant of all easement rights and all other rights appurtenant thereto.

“Waste generators” shall mean all residential, commercial establishments, institutions and other sources located within GHMC area and as defined in MSW Rules, 2000.

“Weighbridge” means the electronic weighbridge capable of performing the operations specified in **Article 5.18**.

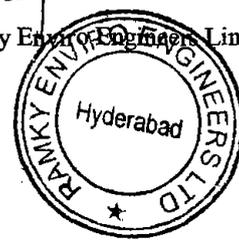
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[Handwritten signature of Ramky Engineers Limited]

Ramky Engineers Limited



1.2 Interpretation

- a. The words, phrases and expressions defined hereinabove in **Clause 1.1** or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meaning assigned to them in the said **Clause 1.1** or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meaning assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- b. All words singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- c. The words "include" and "including" are to be construed without limitation;
- d. The heading of the clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- e. The schedules and annexures of this Agreement form an integral part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- f. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

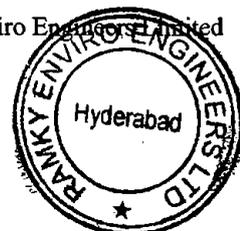


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ARTICLE 2 THE CONCESSION

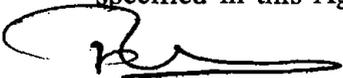
2.1 Scope of the Project

The scope of the Project (the "Scope of the Project") shall mean and include, during the Term of the Concession Period.

- a. **Primary & Secondary Collection:** To ensure waste collection from Waste Generators within GHMC Area, including primary and secondary collection, and transportation of waste upto transfer stations. Initially, the two zones for which the Concessionaire, shall be vested with this right and responsibility shall be the East Zone and West Zone of GHMC. The Concessionaire shall submit project implementation plan and the timelines for the remaining zones. The Independent Engineer shall assess the implementation in East and West zones to ascertain adherence to the performance standards as set out in Schedule 4. GHMC shall assess and review the same and subject to satisfactory performance by the Concessionaire, permit the Concessionaire to continue the services in East and West zones and extend the services to other zones in a phased manner, on the same terms and conditions as contained in this tender.

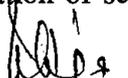
- b. **Transportation of MSW:** MSW generated in the GHMC Area and the silt collected from the street sweeping activity would be brought in at the transfer stations being operated and maintained by the Concessionaire and Concessionaire shall be required to transport the waste generated and the silt to the designated waste processing and disposal site(s). While, in the East and West Zones, the Concessionaire shall be responsible for transportation of the waste collected from the generators to the transfer stations, in the balance zones the transportation of the waste collected from the generators to the transfer stations or secondary collection points shall be carried out by GHMC till the time balance zones are handed over to the Concessionaire. For purposes of clarity, if certain zones (where GHMC is carrying out primary collection services) do not have transfer stations, GHMC shall transport the waste collected from the generators to the nearest transfer station or processing and disposal facility being operated and maintained by the Concessionaire.

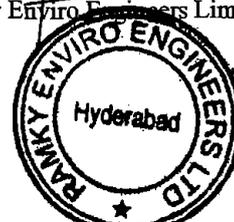
- c. Providing bin-less waste collection system in GHMC in a phased manner as specified in this Agreement: To identify the location of secondary collection


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points and to ensure storage of waste from Waste Generators by providing suitable storage system at such locations.

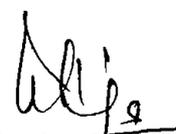
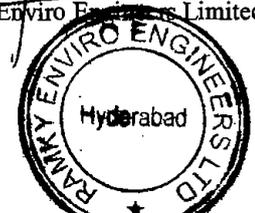
- d. **Upgrading, Operation & Maintenance and Management of Existing Transfer Stations:** located at Lower Tank Bund, Yousufguda, and Imliban.
- e. **Development of New Transfer Stations:** at existing disposal sites and other location in accordance with GHMC: Tentatively, these are proposed at Fathullaguda, Shamshiguda, Gandhamguda, Serilingampally and Kapra.
- f. **Recycle and Reuse of Wastes.**
- g. **Processing & Treatment of MSW:** To process MSW as per MSW Rules and other applicable regulations and to transport and dispose the Residual Inert Matter at the Landfill Site.
- h. **Development, Operation, Maintenance, and Management of integrated processing and disposal facility at Jawaharnagar:** Subsequently it is proposed to develop new facilities at Choutuppal (Nalgonda District), and Lakdaram (village) Patancheru Mandal (Medak District) and any others as identified by GHMC during the course of time.
- i. **Reclamation and Alternative Use of Existing Dump Sites:** at Jawaharnagar, Fathullaguda, Shamshiguda, and Gandhamguda.
- j. Fulfill all the obligations & requirements on behalf of GHMC as per the MOUs/ agreements signed by GHMC with the other developers operating waste processing and disposal facilities as indicated in the **Schedule 9**.
- k. **Information, Education, & Communication (IEC)** campaigns with the public and all stakeholders in GHMC Area to inculcate good MSW management practices, including recycling, and segregation.
- l. Interfacing with existing organized and unorganized waste-collection and management systems to ensure that there is a smooth and harmonious working of the systems.

The scope of the Project shall also include any and all other activities that are ancillary to the above mentioned scope of the Project


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2.2 Grant of Concession

Subject to and in accordance with the terms and conditions set out in this Agreement, GHMC hereby irrevocably grants to Concessionaire exclusive right and authority, during the Term, to investigate, study, design, engineer, procure, finance (to the remaining extent after accounting for available Grants), construct, operate and maintain the Project Facilities and to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements granted under this Agreement including:

- a. Collection of waste from Waste Generators within GHMC Area.
- b. Transportation of waste from secondary collection points to transfer stations and thereafter to the MSW processing facilities.
- c. To develop the sanitary Landfill Site during the Term of the project.
- d. To transport and dispose the Residual Inert Matter at the Landfill Site.
- e. To receive all the fiscal incentives and benefits accruing in respect of or on account of the Project including Certified Emission Reductions (CERs) under Clean Development Mechanism (CDM), and also benefits from sale of by products / recyclables.
- f. The present system permits collection and appropriation of Rs 25 from the individual households towards the service charge, excluding slum dwellers and households below poverty line and from commercial establishments as per the Guidelines issued by the Commissioner and Director of Municipal Administration and Urban Development Department vide letter no DO ROC . No 11299/2005/H2/2 dated 15-6-2005 . Concessionaire shall be permitted to collect this amount in the areas where the Concessionaire takes the responsibility of primary collection and necessary authorizations shall be issued by GHMC in this regard. However, amounts to be collected shall be in accordance with the amounts specified in the guidelines issued by the Commissioner, GHMC and Director of Municipal Administration, GoAP. Any upward revision of service charge, shall be done only with the prior approval of GHMC.

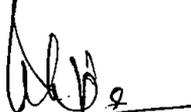
2.3 Rights Associated with the Grant of Concession

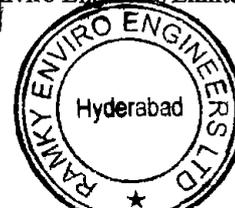
Without prejudice to the generality of foregoing, the Concession hereby granted to Concessionaire shall include without being limited to the following and shall entitle Concessionaire, without requiring any further authorization or authority from GHMC to enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and Applicable Laws:


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Concession Agreement for Integrate Municipal Solid Waste Management Project at Hyderabad, Andhra Pradesh

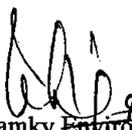
- a. To design, engineer, finance, procure, construct, install, commission, operate and maintain each of the Project Facilities either itself or through such Person as may be selected by it;
- b. Upon commissioning of a Project facility, to manage, operate and maintain the same either itself or through such Person as may be selected by it, provided that the ultimate obligation and responsibility for the performance of this agreement shall continue to vest with the Concessionaire;
- c. To transfer the Project Facilities to GHMC at the end of the Term or on Termination, in accordance with the provisions of this Agreement;
- d. To borrow or raise money or funding required for the due implementation of the Project and mortgage, charge or create lien or encumbrance on the whole or part of the Project Facilities except the Site and immovable property created for Plant, and Landfill Site;
- e. To use, appropriate, process MSW at the Plant and dispose the Residual Inert Matter as per provisions of this Agreement and Applicable Law.
- f. To store, use appropriate, market and sell or dispose all the components/ products of the MSW, including but not limited to recyclables, electricity, methane, RDF, compost, Residual Inert Matter and to further retain and appropriate any revenues generated from the sale of such products/ by-products.
- g. To obtain the utilities required for enabling the construction of the Project Facilities, without any additional cost or charges, other than the applicable user charges for the utilities.
- h. Exclusively hold, possess, and control the Site, in accordance with the terms of the Concession Agreement for the purposes of the due implementation of this Project.
- i. To appropriate, possess and control and to further, at its sole discretion, utilize, renovate, modify, replace or demolish, free of any cost or charges or any liability for payment of compensation in respect thereof, all the buildings and structures and infrastructure that may be existing with reference to MSW management in the GHMC Area as of the date of this Agreement;
- j. To receive all the fiscal incentives and benefits accruing in respect of or on account of the Project including Carbon Credits/ Certified Emission Reduction (CERs) under Clean Development Mechanism (CDM).
- k. To sell power generated from the power plant to any buyer in accordance with Applicable Law.
- l. To utilize the existing infrastructure like dumper bins, vehicles, transfer stations, etc., on an 'as is where is' basis.



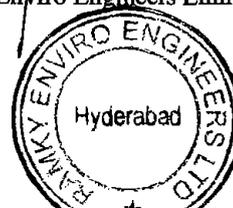
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- m. To adopt the existing system and upgrade, modernize and make user-friendly over a period of time.

2.4 Use of Suitable Technology

GHMC desires that its SWM management system shall be a 'model system' for the Country, which would scientifically collect, transport, process and dispose off MSW, have maximum recycling and recovery, and create public awareness and participation. Without prejudice to the generality of the foregoing, Concessionaire shall have the right to develop the Project Facilities using such technology that it considers suitable and commercially viable for the purposes of implementing the Project, in accordance with terms of this Agreement and Applicable Law. It is acknowledged that it is the intention of Concessionaire to use the technology associated with the concept of an integrated waste processing plant, a process diagram of which is provided in **Schedule 7**, and that Concessionaire shall have the right to modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the Plant and requirements of the Project.

2.5 Use of Supplementary Fuel for Power Plant

The Parties hereby agree that Concessionaire shall have the right to use, at such times as it may deem fit and at its own costs, any fuel as a supplement ("Supplementary Fuel") to the MSW to enrich the MSW/RDF and/or to directly support the operation of Power Plant.

2.6 Sale and Marketing of Products from Processing MSW

GHMC hereby confirms that Concessionaire shall be free to sell or otherwise dispose of any components of MSW and products derived or produced from the Plant as a consequence of undertaking the processing of the MSW including compost or electricity or RDF or fluff or gas or sludge or residual treated water or any other products or by-products, other material recovered or produced from MSW, without any interference or requirement of any additional reporting, clearance or approval in this regard from GHMC. Concessionaire shall have the right to sell or otherwise dispose such products, at such price and to such persons and using such marketing and selling arrangements as it may deem appropriate.

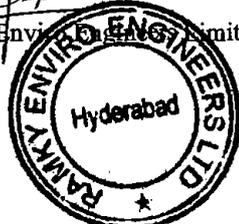


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2.7 Concession Period

The Concession is granted to Concessionaire for a period of 25 years from the date of COD - T&D and extendable thereafter on mutual agreement between the Concessionaire and GHMC. Provided that in the event of Termination, the Concession Period shall end with the Termination Date. Concessionaire has certain post-closure obligations for the Landfill, which it shall continue to fulfill for 15 years after the expiry of the active landfill period of 25 years.

2.8 Renewal of Concession

GHMC may agree to renew or extend the Concession after the expiry of the initial Term, for another period of twenty to twenty five years or such other period as may be mutually agreed to and on such terms and conditions as mutually agreed upon.

2.9 Acceptance of Concession

In consideration of the rights, privileges and benefits concurred upon Concessionaire, and other good and valuable consideration expressed herein, Concessionaire hereby accepts the Concession and agrees and undertakes to perform/ discharge all of its obligations in accordance with the provisions hereof.

2.10 Exclusivity of the Concession

The Concessionaire shall be the sole and exclusive person entitled to undertake the Project in the GHMC Area, and GHMC agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by GHMC directly or indirectly during the Concession Period. Provided however, that the existing MoUs/ agreements of GHMC, as enclosed in schedule 7, vis-à-vis waste disposal shall continue to subsist.

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ARTICLE 3 PROJECT SITE

3.1 Vesting of Site with Concessionaire

GHMC shall license the Site to Concessionaire at a nominal license fee of Rs.1000/- (Rupees one thousand only) per annum for the Term. The license fee shall remain fixed for the entire Term and shall not be subject to any escalation. Furthermore, Concessionaire shall have the full right to regulate the entry into and use of the Site. GHMC hereby agrees that the land constituting the Site shall be vested with Concessionaire under a license, for the purposes of the development of the Project Facilities for enabling GHMC to discharge its functions of management, treatment, processing and disposal of MSW.

The Concessionaire shall submit details with respect to land requirement for development of processing and disposal facilities in the Implementation Plan . Upon finalization of the same, GHMC shall, within 24 (twenty four) months from the date of finalization of the Implementation Plan, handover to the Concessionaire on as-is-where-is basis, possession of the Site(s) for development of integrate processing and disposal facility at Lakdaram (village), Patancheru Mandal (Medak District) or any other sites as identified by GHMC, for the purpose of implementing the Project.

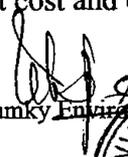
3.2 Rights, Title and Use of the Site

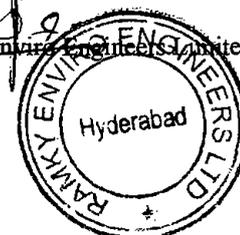
- a. The Concessionaire shall have the right to the use of the Site in accordance with the provisions of this Agreement and for this purpose; it may regulate the entry into and use of the same by third Parties.
- b. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Site save and except with the written consent of GHMC.
- c. The Concessionaire shall not, without the prior written approval of GHMC, use the Project Facilities for any purpose other than for the purpose of the Project and purpose incidental or ancillary thereto.
- d. The Concessionaire shall allow access to and use of the Site for laying/ installing/ maintaining telegraph lines, electric lines or for such other public purposes as GHMC may specify. Provided that such access or use shall not result in a Material Adverse Effect and that GHMC shall, in the event of any physical damage/ shifting of the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at cost and expense of GHMC.


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- e. GHMC will permit the Concessionaire to use the space available at the project facilities for display of advertisements duly following the advertising policy of GHMC.

3.3 Peaceful Possession

GHMC hereby warrants that:

- a. The Site together with the necessary right of way/way-leaves has been acquired through the due process of law and belongs to and is vested in GHMC and that GHMC has full powers to hold, dispose of and deal with the same; consistent and interlaid with the provisions of this Agreement and that the Concessionaire shall, in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/ resettlement of any Persons affected thereby.
- b. The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole Site during the Term and in the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Site or any part thereof GHMC shall as called upon by the Concessionaire, defend such claims and proceedings at its costs and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.
- c. The Concessionaire is entitled to use all the existing project facilities of GHMC including permanent structures, vehicles, garbage stations, transfer stations, bins etc and maintain the same during the Term.

3.4 Applicable Approvals

The Concessionaire shall obtain and maintain the Applicable Approvals in such sequence as is consistent with the requirements of the Project. GHMC shall provide all necessary co-operation/ assistance for obtaining the permission. The Concessionaire shall be responsible to be in compliance with the terms and conditions subject to which Applicable Approvals have been issued.

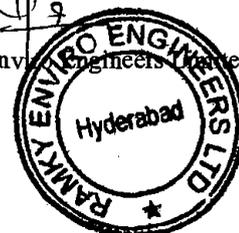


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ARTICLE 4
INDEPENDENT ENGINEER

4.1 Procedure for Appointment & Scope of Independent Engineer

Independent Engineer shall be a third party agency, appointed within 6 (six) months of this Agreement. The broad scope of nature of work of the Independent Engineer is set out in **Schedule 6**, but shall be refined after discussions between the GHMC and the Concessionaire.

GHMC shall invite expressions of interest from consulting engineering firms or bodies corporate and thereupon shortlist 5 (five) qualified firms in accordance with pre-determined criteria. GHMC shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of GHMC to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to GHMC within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, GHMC shall, after considering all relevant factors, finalise and constitute a panel of 5 (five) firms and convey its decision to the Concessionaire. GHMC shall select one firm as Independent Engineer from the above list, based on a transparent competitive bid process and a Quality and Cost based approach shall be adopted for the same.

The Independent Engineer shall be appointed for the Concession Period. The initial term of the Independent Engineer shall extend upto 3 (three) years. On expiry of the aforesaid period, GHMC may in its discretion renew the appointment, or appoint another firm from a fresh panel to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.

4.2 Payments to Independent Engineer

GHMC shall pay the Independent Engineer all fees, costs, charges and expenses payable to the Independent Engineer in accordance with the terms of its appointment (collectively "the Remuneration"). However, GHMC and Concessionaire shall share this expense equally on a 50:50 basis. GHMC shall recover the pro-rated costs from amounts payable to the Concessionaire.



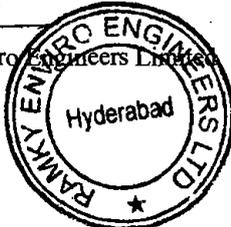
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4.3 Replacement of the Independent Engineer

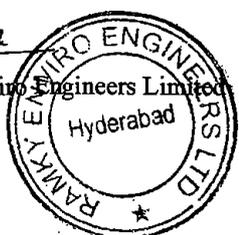
- a. GHMC may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 4.1.
- b. If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to GHMC and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, GHMC shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between GHMC and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the provisions of the Dispute Resolution set out in Article 11. In the event that the appointment of the Independent Engineer is terminated hereunder, GHMC shall appoint forthwith another Independent Engineer in accordance with Clause 4.1.



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ARTICLE 5
CONCESSIONAIRE'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

5.1 Performance Bank Guarantee (PBG)

- a. The Successful Bidder shall, for due and punctual performance of its obligations hereunder relating to the Project, delivery to GHMC, a bank guarantee from a scheduled bank in the form as set out in **Schedule 5**, ("Performance Security") for a sum of Rs. 18,00,00,000 / - (Rupees Eighteen Crores only). The PBG has to be furnished by the Successful Bidder as per terms of the bid documents (along with acceptance of Letter of Intent) and the PBG has to be valid for a period of 120 days over and above the date of COD – T&D.
- b. The renewal of the PBG as and when required is to be done by the Concessionaire at least one month before the date of expiry of the existing PBG, failing which, GHMC would be entitled to revoke the PBG. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the PBG, if subsisting as on the Termination date shall, subject to GHMC's right to receive amounts at prevailing time, if any, due from Concessionaire under this Agreement, be duly discharged and released to Concessionaire within 30 days from the Termination Date.

5.2 Project Development Fee

The Concessionaire shall, simultaneous with the execution of this Agreement, pay to GHMC a non-adjustable, non-refundable project development charge of Rs. 3,00,00,000/- (Rupees Three Crores only) by way of demand draft in favour of Commissioner, Greater Hyderabad Municipal Corporation payable at Hyderabad.

5.3 Financing Arrangements

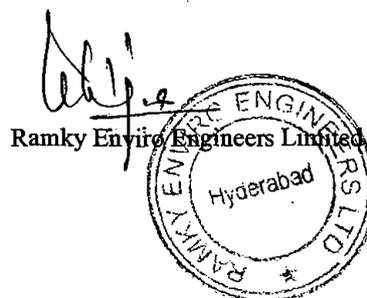
- a. The Concessionaire shall at its cost; expenses and risk make such financing arrangements as would; be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.



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- b. The Concessionaire shall, at its own costs endeavor to obtain the carbon credits for the project by adopting the greenhouse gas mitigation measures conforming with the specifications suggested and shall also carry out all such activities including preparation of design report under clean development mechanism. The Concessionaire shall enjoy the entire benefits of such carbon credits, accruing to the project during the Term. Further, any grants, subsidies etc., as may be applicable and sanctioned to the Project by any governmental agencies; NGOs etc., shall be availed by Concessionaire with the prior approval of GHMC.
- d. The project is eligible for grants under the Jawaharlal Nehru National Urban Renewal Mission (JNNURM) scheme of GoI. The grants for this project under this scheme are yet to be approved by GoI. The Concessionaire is entitled to receive the Grant under JNNURM scheme as may be approved for eligible components of this Integrated MSW Management project. The eligible Project cost under the JNNURM scheme as per the DPR prepared by GHMC is about Rs 500 Crores. It is to be noted that only 35% of the approved project cost will be funded by JNNURM, and 15% share by GoAP, and the same will be made available to the Concessaionaire. However, the Concessionaire has to make necessary arrangements for balance funds. Provided that the release of funds under JNNURM scheme is subject to Concessionaire following the DPR prepared under JNNURM and developing project components in accordance to the approved DPR. In case there is a change initiated by the Concessionaire, for whatever reason, leading to a decrease in disbursement under JNNURM, the Concessionaire shall be responsible for making necessary funding arrangements to the extent of such shortfall. The Concessionaire has to make best efforts, along with GHMC, to obtain the grants under JNNURM.

In the event the grants are not obtained under the JnNURM scheme GHMC would be responsible for providing equivalent grants contributing to 50% (35% of JnNURM + 15% of GoAP) of the eligible project cost.

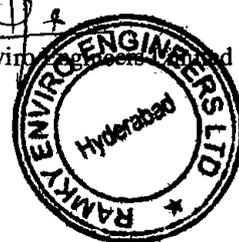
Regarding disbursement of Grants by GHMC, upon receipt of Grants from JNNURM, the Grants shall be disbursed to the Concessionaire on a pro-rata basis in relation to the total cost incurred by the Concessionaire till such time for development of Project Facilities, and shall be duly certified by the Independent Engineer,. In the event of occurrence of a Concessionaire Event of Default, disbursement of Grant shall be suspended till such Concessionaire Event of Default has been cured by the Concessionaire.



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5.4 Project Implementation : Construction of Project Facilities

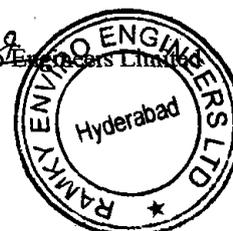
- a. Unless otherwise permitted by GHMC, no Construction Works shall begin until the Independent Engineer is in place and has assumed charge.
- b. The Concessionaire shall adhere to the Construction Requirements and the Project Completion Schedule and achieve COD on or before the dates specified in this Agreement.
- c. The Concessionaire shall adhere to all the Construction Requirements as per **Schedule 2** and shall adhere to the standards / guidelines for construction as per BIS, MSW Rules 2000 and other applicable standards / guidelines.
- d. The Concessionaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise / capability; but in either case, the Concessionaire shall solely responsible to meet the Construction Requirements.
- e. The Concessionaire shall, before commencement of construction of Project Facilities;
 - i. Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project, to interact with the Independent Engineer/ GHMC and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - ii. Construct, provide, and maintain a reasonably furnished site office accommodation for the Independent Engineer, at the Project Site.
- f. For the purposes of determining that Construction Works are being undertaken in accordance with the requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests with advance intimation to the Independent Engineer who either in person or through his representative may choose to be present during the conduct of such tests. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results and keep the Independent Engineer informed.
- g. All Tests shall be conducted in accordance with Construction Requirements. If the Tests are successful and the Project Facilities can be safely and reliably opened for operation, the Independent Engineer shall issue Readiness Certificate.
- h. Notwithstanding that certain works or things forming part of Construction Works are not complete, if following Tests, the Independent Engineer determines that the Project Facilities can be safely and reliably opened for operations, the Independent Engineer may issue Provisional Readiness


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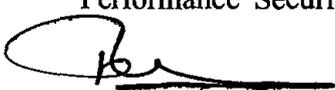
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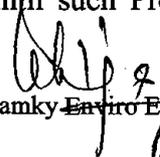


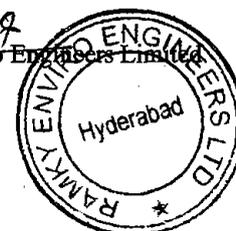
Certificate to the Concessionaire. The Provisional Readiness Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within such time as may be determined by the Independent Engineer, not exceeding 90 (ninety) days of the date of issue of the Provisional Readiness Certificate. Upon satisfactory completion of all Punch List items, the Independent Engineer shall promptly and in any case within 15 days thereof, issue Readiness Certificate.

- i. If the Concessionaire fails to complete the Punch List items within the said period of 90 days, GHMC may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at the risk and costs of the Concessionaire. The cost incurred by GHMC in completing the Punch List items, as certified by the Independent Engineer, shall be reimbursed by the Concessionaire to GHMC within 7 days from the date of receipt of a claim in respect thereof from GHMC. Thereupon, Independent Engineer may issue Readiness certificate.
- j. The Independent Engineer, may, by written notice, require the Concessionaire to suspend forthwith the whole or any part of the Construction Works, if in its reasonable opinion the same is being carried on in a manner that is not in conformity with the Construction Requirements, in case the same is not responded to within 7 (seven) days of such notice.
- k. The Project shall be deemed to be complete and ready to receive Municipal Solid Waste only when the Provisional Readiness Certificate or the Readiness Certificate is issued by the Independent Engineer in accordance with the provisions hereof.
- l. The processing and Disposal facility shall be deemed to be complete and ready to receive Municipal Solid waste only when the Readiness Certificate is issued by the Independent Engineer in accordance with the provisions thereof. Provided if COD is delayed beyond 90 days after the Scheduled COD – T&D, GHMC shall, subject to the provisions of **Article 9**, be entitled to terminate this Agreement and to appropriate the Performance Security.
- m. The Concessionaire shall construct the Project Facilities in accordance with the Project Completion Schedule set out in the table ("Table") below. In the event that the Concessionaire fails to complete any of the activities / milestones ("Project Milestones") within a period of 60 (sixty) days from the date set forth for such Project Milestone ("Scheduled Project Milestone Date") in the Table, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the GHMC, it shall pay damages ("Damages") to GHMC in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Project Milestone is


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achieved; provided further that in the event COD – T&D is achieved on or before 2 years from the date of this Agreement, the Damages paid under this Clause shall be refunded by GHMC to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of GHMC under this Agreement, including the right of Termination thereof.

Project Milestone	Description of Milestones	Scheduled Project Completion Date (Days from Effective Date)
I	1. Procurement of all the vehicles, equipment, machinery and implements in accordance with the Implementation Plan for providing collection and transportation services. 2. Completed upgradation of the existing transfer stations located at Lower Tank Bund, Yousufguda, and Imliban and construction of new Transfer Stations in the Zones where Site(s) has been handed over by GHMC	160 days
II	1. Obtained all Applicable Permits for the Project including licenses, consents, exemptions, permissions and approvals from the government agencies concerned necessary or desirable for development of the Project Facility at Jawaharnagar and as required under Applicable Law. .	180 days
III	1. Completed provision of all the utilities such as water, power, internal roads, boundary wall, lighting facility, storm water drain and rain water harvesting at Jawaharnagar.	365 days
IV	1. Installed the plant and machinery including installation of electrical, mechanical and instrumentation facilities / utilities for the integrated processing at Jawaharnagar. 2. Completed construction of landfill cell in all aspects to meet the landfilling requirements of atleast 1 (one) year of operations at Jawaharnagar. 3. Completion of construction works for collection, storage and treatment of leachate.	630 days

5.5 Project Implementation: Operation and Maintenance

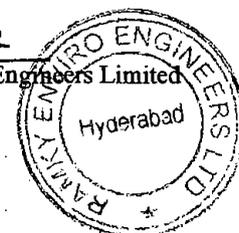
- a. The Concessionaire shall operate and maintain the Project Facilities in accordance with the O&M Requirements.
- b. The Concessionaire may undertake operations and maintenance of the Project Facilities by itself or through a Contractor possessing requisite technical, financial and managerial expertise / capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements.
- c. The Concessionaire shall, for Operations and Maintenance;
 - i. Have requisite organisation and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with the Independent Engineer/ GHMC and to be responsible for

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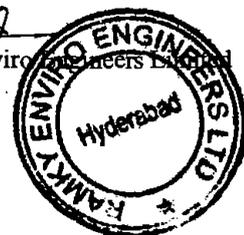


- all necessary exchange of information required pursuant to this Agreement;
- ii. Construct, provide and maintain a reasonably furnished site office accommodation for the Independent Engineer, at the Project Site;
- d. For the purposes of determining that the Construction Works and Project Facilities are being maintained in accordance with the Construction Requirements and O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with the instructions and under the supervision of the Independent Engineer. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
 - e. Conduct all Tests to ascertain compliance with Construction Requirements and O&M Requirements.
 - f. Suspend forthwith the whole or any part of the Construction Works upon receiving a written notice from the Independent Engineer, who may require the Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the Independent Engineer, the operations are being carried on in a manner that is not in conformity with the O&M Requirements.
 - g. In the event the Concessionaire has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the Independent Engineer or GHMC ("Notice to Remedy"), GHMC may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to operate and maintain the Project or cause to repair and maintain the Project Facilities, under the supervision of Independent Engineer, at the risk and cost of the Concessionaire. The Concessionaire shall reimburse all costs incurred by GHMC on account of such operation and maintenance or repair and maintenance, and as certified by Independent Engineer, within 7 days of receipt of GHMC's claim therefore.
 - h. The Concessionaire shall be deemed to be in material breach of O&M Requirements if the Independent Engineer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire:
 - i. There has been failure/undue delay in carrying out scheduled/planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the O&M Requirements;


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- ii. The maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
- iii. There has been a serious or persistent let up in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operations;
- iv. There has been persistent breach of O&M Requirements. For avoidance of doubt, persistent breach shall mean :
 - Any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the Independent Engineer/GHMC;
 - Recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the Independent Engineer/GHMC requiring the Concessionaire to remedy a breach, and
 - Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

Upon occurrence of a material breach of O&M Requirements, GHMC shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement.

5.6 Insurance

The Concessionaire shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practices. The Concessionaire shall maintain a register of entry in order of premiums paid towards the Project Facilities and proof of payments made shall be submitted to GHMC whenever requested for.

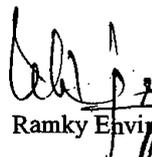
5.7 Application of Insurance Proceeds

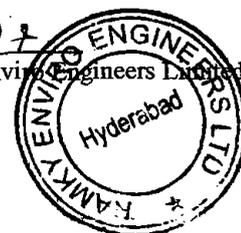
Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by Concessionaire towards repair, renovation, restoration or re-instatement of the Project


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Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire shall designate GHMC as the beneficiary for the assets under ownership of GHMC as per **Clause 10.1** and may designate the Senior Lenders as the beneficiaries for the assets under the Concessionaire ownership as per **Clause 10.1** or assign the insurance policies in their favor as security for the financial assistance provided by them to the Project. The Concessionaire shall carry such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement to the extent possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

5.8 No Breach of Insurance Obligation

If during the Term, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, Concessionaire shall not be in breach of its obligations regarding insurance under this Agreement.

5.9 Environmental Clearance

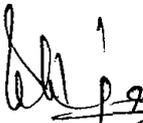
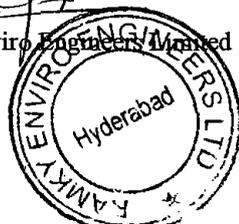
The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as MSW Rules, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from the Pollution Control Board or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

5.10 Land Use

The Concessionaire shall ensure optimum utilization of the Site and land available and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities, unless otherwise permitted under this agreement. For avoidance of doubt, any land given by GHMC to the Concessionaire for this project shall not be used for development of residential or commercial facilities or premises for rent, lease or similar purpose.


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5.11 Primary Collection of MSW

The Concessionaire shall be responsible for collection of MSW from all Waste Generators for door-to-door collection of MSW initially in the East and West zones of GHMC, which may be subsequently extended as specified in **Clause 2.1(a)**.

5.12 Street Storage of MSW at Secondary Collection Points

Concessionaire shall be responsible for providing desired number of road-side containers at secondary collection points to ensure segregated storage biodegradable (dry and wet), non-biodegradable, and toxic waste and achieve bin less system over a period of time as specified in **Schedule 3**. While this activity pertains to the East and West zone, it shall be subsequently extended as specified in **Clause 2.1(a)**.

Concessionaire shall adhere to operational standards for operation and maintenance of Secondary Collection Points. Concessionaire shall not be responsible for street sweeping and management of construction & demolition waste.

5.13 Transportation of Waste (Routing)

Concessionaire shall be solely responsible for transportation of waste to the Project Site in line with the guidelines for transportation of MSW, and Applicable Law. Concessionaire shall adhere to operational standards for operation and maintenance of the transportation system, as per guidelines and as well as applicable regulations indicated in **Schedule 3**.

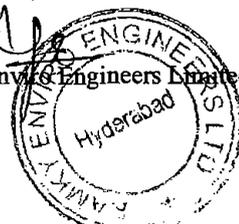
Concessionaire shall ensure that all vehicles used for transportation of waste shall be fitted with automatic position identification systems using appropriate technology, which can enable the automatic tracking and recording of vehicle identification and movement data. This data shall be made available to the Independent Engineer.

Concessionaire shall supply MSW to other developers as per schedule on behalf of GHMC as per the MOUs signed by GHMC with the other developers operating waste processing and disposal facilities as indicated in the **Schedule 9**. In an event of failure on part of other developers to accept MSW being supplied, the Concessionaire shall be responsible for treatment and disposal of such MSW.



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5.14 Processing of Waste

Without prejudice to the generality of the foregoing, Concessionaire shall have the right to develop the Project Facilities using such technology that it considers suitable and commercially viable for the purposes of implementing the Project, in accordance with terms of this Agreement and Applicable Law. It is acknowledged that it is the intention of Concessionaire to use the technology associated with the concept of an integrated waste processing plant, a process diagram of which is provided in **Schedule 7** and that Concessionaire shall have the right to modify, adapt, upgrade or change the Technology, from time to time, based on actual operations of the Plant and requirements of the Project.

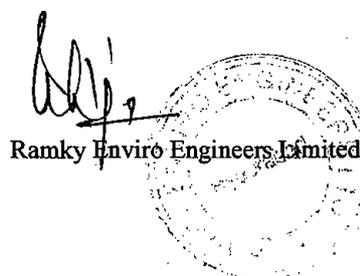
5.15 Landfill Site

The Concessionaire shall carry out land filling, including carrying out of relevant tests, in accordance with O & M requirements. Concessionaire shall weigh the landfill waste prior to disposal of the same in the land fill facility. If during the term of the agreement, the available site is expected to fall short of the land fill requirements, then, the Concessionaire shall duly inform GHMC of the additional land requirement for Land fill at least two (2) year prior to the exhaustion of existing Land fill and GHMC shall handover additional land to the Concessionaire within 18 (eighteen) months of such intimation. Under such scenario Concessionaire shall close the exhausted land fill site in accordance with the applicable Rules/Laws formulated by appropriate authorities including but not limited to MSW Rules 2000.

Without prejudice to the generality of the foregoing, Concessionaire shall have the right to develop the Project Facilities using such Technology that it considers suitable and commercially viable for the purposes of implementing the Project, in accordance with terms of this Agreement. It is acknowledged that it is the intention of Concessionaire to use the Technology associated with the concept of an integrated waste processing plant, a process diagram of which is provided in **Schedule 7** and that Concessionaire shall have the right to modify, adapt, upgrade or change the Technology, from time to time, based on actual operations of the Plant and requirements of the Project.



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5.16 Post Closure Activities

The Concessionaire shall maintain the capped and closed portion of the landfill as per the technical requirements and standards, and Applicable Law.

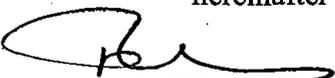
5.17 Reclamation and Alternative Reuse of Existing Dump Sites

The Concessionaire shall be responsible for reclamation and alternative use of the existing three dump Sites located at Fatullaguda disposal site, Shamshiguda disposal site, and Gandham guda disposal site in accordance to the specifications given in the annexed schedules. For avoidance of doubt, any land given by GHMC to the Concessionaire for this project shall not be used for development of residential or commercial facilities or premises for rent, lease or similar purpose. However, Concessionaire can utilize the land reclaimed from the existing dumpsites for development of parking facilities.

The Concessionaire shall, upon closure of the existing waste dumped by GHMC at the existing dump sites at Jawaharnagar, Fathullaguda, Shamshiguda, and Gandhamguda prepare a Base Line Report setting out the quality standards for ground and surface water, air and soil. The Base Line Report shall be prepared in adherence to the manual issued by Central Public Health & Environmental Engineering Organization (CPHEEO) and as per Applicable Laws. The Concessionaire shall ensure that there is no deterioration in the parameters set out in the Base Line Report. In an event of any legal proceedings on account of contamination with respect to parameters set out in the Base Line Report, GHMC shall as called upon by the Concessionaire, defend such claims and proceedings at its costs. In an event of any further deterioration in the parameters vis-à-vis those set out in the Base Line Report, the Concessionaire shall be responsible to defend such claims and proceedings at its costs.

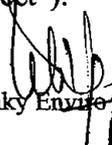
5.18 Measurement of MSW

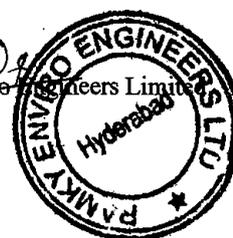
- a. For measurement of MSW, a Weighbridge will be constructed at each transfer station and the Site by Concessionaire. The Weighbridge shall have an electronic display unit and suitable technology, duly calibrated, having the maximum possible accuracy, to carry out the following operations:
 - i. Weigh the trucks to determine the weight of the consignment,
 - ii. Generate and maintain an electronic data base for each consignment during the day, as stated in sub-clause (i) above (such print out is hereinafter referred to as "Daily Weight Sheet").


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- iii. Provision of CCTV cameras shall be arranged at Weighbridge
- b. The Weighbridges shall be constructed, operated and maintained by Concessionaire.
- c. Each consignment to the transfer station and the Site shall be screened and weighed at the Weighbridge. Similarly, each consignment arriving at a treatment and disposal facility operated by other agencies on agreement with GHMC, shall be weighed and recorded at the respective facility. Concessionaire shall also keep a record of weight and volume of each empty delivery truck, in order to determine the density of the consignment.
- d. GHMC shall have the option to depute a responsible person from GHMC (“GHMC Representative”) to monitor the operations of the Weighbridges.
- e. The Weighbridges shall be monitored and inspected regularly to ensure due calibration and accuracy and any errors shall be rectified immediately.
- f. The Daily Weight Sheet shall be final and binding on the Parties.
- g. In the event the Weighbridge is not operational, the weight of the MSW delivered at the Site during such time shall be measured by an appropriate alternate arrangement established by Concessionaire and agreed to by GHMC, to weigh the MSW being delivered.

5.19 Maintenance of Records & Operations Plan

The Concessionaire shall maintain records of the quantum (measured in tons) of waste reaching the transfer stations, Site, and other facilities under agreements with GHMC. The record shall comprise waste processed, rejects disposed to the Landfill Facility, daily counter checked by the Independent Engineer or his representative and provide monthly, quarterly and annual reports of the same to the Independent Engineer and GHMC along with any other sought by Independent Engineer/GHMC.

Concessionaire shall within 30 days of the appointment (“Effective Date”) also submit an operations plan to the Independent Engineer and to GHMC, in conformity with the guidelines indicated in **Schedule 3** (“Operations Plan”).

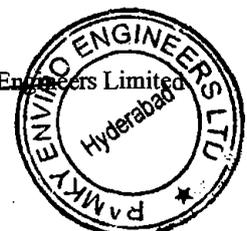
Within 15 days of receipt of Operations Plan from Concessionaire, the Independent Engineer shall review the Operations Plan also keeping in view the comments of GHMC, if any. The Independent Engineer should provide its observations/comments on the Operations Plan to Concessionaire within such specified period of 15 days, Concessionaire shall after discussions, finalise the Operations Plan after taking due considerations of comments/observations from the Independent Engineer. If Independent Engineer does not provide its comments within 15 days, Concessionaire


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shall be entitled to go ahead with the proposed Operations Plan. Notwithstanding any review or failure to review the operations plan by the Independent Engineer or GHMC, Concessionaire shall be solely responsible for the adequacy of the Operations Plan and the conformity thereof with the guidelines for O & M Requirements, and the Concessionaire shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.

5.20 Disposal of Hazardous Waste

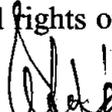
GHMC and Concessionaire hereby agree that at times, some hazardous waste may get mixed with MSW and as Concessionaires is not authorized to process/dispose of hazardous waste in the project, such hazardous waste shall be separated out from MSW and shall be handed over to GHMC for appropriate disposal/storage. Concessionaire shall inform GHMC of having found any such hazardous waste and it shall be GHMC' responsibility to collect and transport such hazardous waste from the site, within 24 hours of such information by Concessionaire. However, small quantities of domestic hazardous waste, which is unidentifiable/ inseparable, may be disposed of in the Landfill.

5.21 Sale/Distribution of Compost /Manure /Energy and Other Recyclables

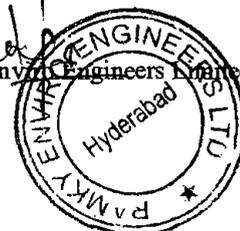
- a. The Concessionaire may adopt such processes and methods as it considers necessary or expedient for processing of MSW at the Project Facilities, subject to meet in the construction requirements and O & M requirements.
- b. The Concessionaire shall be free to sell or otherwise dispose of the recyclables, compost or organic manure, energy (Power) and other material recovered prior to or after processing the MSW, at such price and to such persons and using such marketing and selling arrangements and strategies as it may deem appropriate.
- c. The Concessionaire is free to choose the processing technologies/options in line with MSW Rules 2000 and is entitled to receive the revenues so generated through the products produced out of such processing like Compost, recyclables, energy/power, RDF, biogas, Carbon credits, metals etc and is entitled to have its own marketing tie up for the same.
- d. The Concessionaire is entitled to receive all the revenue that may be generated through Advertising using the movable, fixed assets of the Project including those transferred from GHMC, subject to the advertising policy of GHMC and Applicable Law.
- e. The existing three dumping sites shall be taken up for remediation, reclamation and alternative use by the Concessionaire, and all rights on such facilities will


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be to the account of the Concessionaire, subject to Article 3 and Clause 5.10 of this Agreement.

5.22 Penalty for O&M Breach

The Concessionaire recognizes that the services under this Agreement constitute a public health issue and concerns the wellbeing and quality of life of the citizens. Accordingly, the Concessionaire shall perform the services with diligence and promptness, attend to customer complaints, and generally manage the MSW system of GHMC as a model for the Country. To ensure due performance and guard against performance breaches, **Schedule 4** sets out certain penalties for non-compliance to the O&M Requirements of this Agreement. GHMC shall start levying the penalties only after 6 (six) months from COD – C&T.

5.23 Drawings

a. Preparation of Drawings

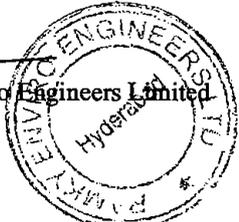
- i. The Concessionaire may, subject to the Construction Requirements, adopt with or without modifications the drawings made available by GHMC, if any, or adopt its own drawings. Provided that the Concessionaire shall in any event be solely responsible for the adequacy of the drawings.
- ii. If the Concessionaire proposes any modifications to the drawings made available by GHMC, if any, or submits alternate drawings or drawings in respect of any item for which no drawings are made available by GHMC, the same shall be subject to review by the Independent Engineer as hereinafter provided in **Clause (b)**.

b. Review of Drawings

- i. The Concessionaire shall promptly and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the drawings to the Independent Engineer and GHMC.
- ii. By forwarding the drawings to the Independent Engineer and GHMC pursuant to the preceding Clause (i), the Concessionaire shall be deemed to have represented that it has verified and determined that the drawings forwarded are in conformity with the Construction Requirements.


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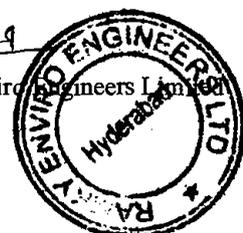
- iii. Within 15 days of receipt of the drawings, Independent Engineer shall review the same taking into account, *inter-alia*, comments of GHMC, if any, thereon, and convey its comments/observations to the Concessionaire on the conformity of drawings with Construction Requirements. If the comments/observations of the Independent Engineer indicate that the drawings are not in conformity with the Construction Requirements, such drawings shall be revised by the Concessionaire to the extent necessary and resubmitted to Independent Engineer for further review. The Independent Engineer shall give its observations and comments, if any, within 15 (fifteen) days of receipt of such revised drawings, which shall be taken into account by the Concessionaire while finalising the drawings.
- iv. If, within the period stipulated in the preceding Clause (iii), the Independent Engineer does not respond to the drawings submitted to it by the Concessionaire the Concessionaire shall be entitled to proceed with the Project on the basis of such drawings submitted by it to the Independent Engineer, and intimate the same to GHMC. The same should be highlighted in the periodic reporting by the Concessionaire.
- v. Notwithstanding any review or failure to review by or the comments / observations of the Independent Engineer or GHMC, the Concessionaire shall be solely responsible for the adequacy of the drawings and their conformity with the Construction Requirements, and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.
- vi. The Concessionaire shall be responsible for delays in meeting the Construction Requirements caused by reason of any drawings not being in conformity with the Construction Requirements, and shall not be entitled to seek any relief in that regard from GHMC.
- vii. The Concessionaire shall in consultation with the Independent Engineer finalise an implementation schedule for the Project in accordance with the Construction Requirements as set out in **Schedule 2**.
- viii. Within 90 (ninety) days of issue of Readiness Certificate or Provisional Readiness Certificate, as the case may be, the Concessionaire shall furnish to GHMC three copies of "as built" drawings of the Construction Works which have been completed as on COD, in a manner as set out in Construction Requirements.


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5.24 Repair and Maintenance work of the Plant

Concessionaire shall have the right to suspend processing of MSW, if required, for undertaking maintenance or repair of any of the project facilities. Concessionaire shall however inform GHMC at least 1 week in advance of any planned repair or maintenance work of any of the project facilities that may result in the suspension of operations of the plant or a reduction in the capacity of the plant to process the MSW provided however, know such information would be required in the event of any unplanned repair or maintenance caused by any Emergency or any accident or any such unforeseeable event.

During such periods, Collection and Transportation of MSW shall be carried out as usual by Concessionaire and MSW may be temporarily stored at the site to be processed later.

5.25 Additional Obligations of Concessionaires

In addition to and without prejudice to the other obligations of Concessionaires specified in other provisions of this agreement, Concessionaire shall also discharge additional obligations:

a. Development of Site

Concessionaire shall, after obtaining the vacant possessions of the Site in accordance with the provisions of the **Article 3** above and subject to the other provisions of this Agreement, commence development and improvement on the Site as required to implement the Project and to construct the Project Facilities in accordance with the provisions of this Agreement, including construction of internal roads at the site, fencing, greenery, etc. Concessionaire may use, free of any charge, any debris that may be available at the Site for constructing internal roads, as also the building/structures and infrastructure existing on the site.

b. General Obligations/ Concessionaire Undertakings

The Concessionaire undertakes

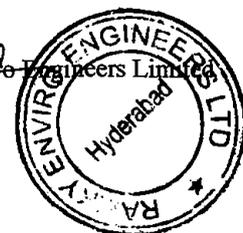
- i. To investigate, study, design, construct/renovate, operate and maintain the Project Facilities in accordance with the provisions hereof.


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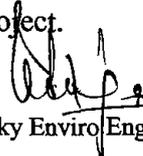
- ii. To obtain all Applicable Approvals as required by or under the Applicable Law and be in compliance thereof at all times during the Term.
- iii. To comply with Applicable Law governing the operations of MSW processing units and engineered scientific landfills at all times during the Term.
- iv. To sell or otherwise dispose recyclables in a manner, which is not detrimental to the environment.
- v. To procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements, permissions for materials, methods, processes and systems used in or incorporated into the Project.
- vi. To make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible with all complaints with all labor laws and solely liable for all possible clients and employment related liabilities of its staff employed in relation with the project and hereby indemnifies GHMC against any clients, damages, expenses or losses in this regard that in no case and shall for no purpose shall GHMC be treated as employer in this regard.
- vii. To make its own arrangements for construction materials and observed and fulfill the environmental and other requirements under the Applicable Law and Applicable Approvals.
- viii. To be responsible for all the health, security, environment and safety related aspects of the Projects at all times during the Concession Period.
- ix. To ensure that the Project facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any with the support/assistance from GHMC.
- x. Upon receipt of a request thereof, access to the Project Facilities to the authorized representatives of GHMC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- xi. To pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.

c. Compliance to Environmental Laws

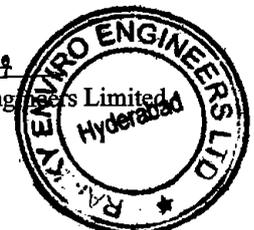
Concessionaire undertakes to establish a fully equipped laboratory to monitor the quality of Water, Air, Soil and impact of the Project.


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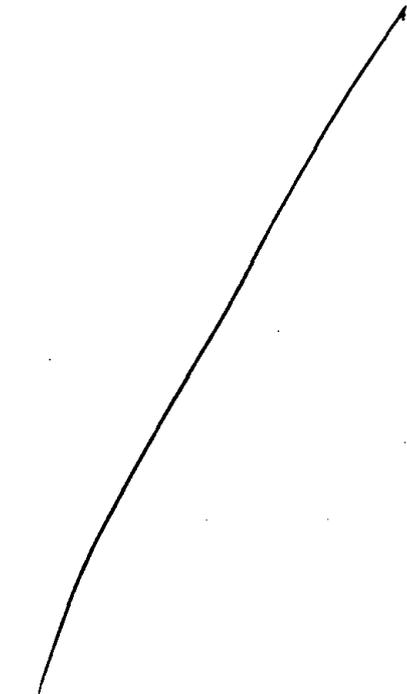


d. Implementation Plan

Concessionaire shall ensure that it undertakes the Construction and Commissioning of the plant in accordance with the implementation plan that shall be submitted to GHMC by Concessionaire within 180 (One Hundred and Eighty) days of the signing of Concession Agreement of the Concessionaire.

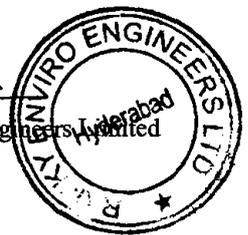
5.26 Assignment of Concession to Special Purpose Company (SPC)

In the event of Ramky Enviro Engineers Limited promoting and incorporating a SPC as a limited liability company under the Companies Act, 1956 within 6 (six) months of the Effective Date, Ramky Enviro Engineers Limited shall request GHMC to accept the SPC as the entity which shall undertake and perform the obligations and exercise the rights of the Concessionaire under the Agreement. Ramky Enviro Engineers Limited shall hold atleast 51% (fifty one percent) of the paid up capital of the SPC throughout the Concession Period. GHMC agrees that upon incorporation of the SPC, the SPC shall be treated as a permitted assign of Ramky Enviro Engineers Limited and shall, within 15 days, enter into a novation agreement with the SPC. The SPC shall be bound to adhere to all the terms and conditions of the Agreement.



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ARTICLE 6
GHMC's OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, GHMC shall have the following obligations:

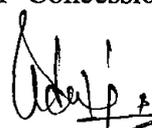
6.1 Specific Obligations

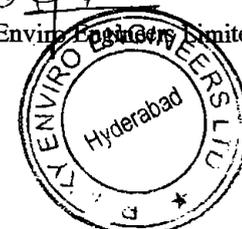
- a. GHMC shall grant in a timely manner all such approvals, permissions and authorizations which Concessionaire may require or is obliged to seek from GHMC under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availing permits for utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by GHMC within 120 (One Hundred and Twenty) days from receipt of request from Concessionaire to make available such authorization, subject to the conditions of the applications / details submitted being complete and correct.
- b. Without prejudice to the generality of **Clause 6.1 (a)** above, GHMC shall:
 - i. Recommend and forward to the relevant authority/ministry/department, any application of Concessionaire to obtain any Applicable Approval,
 - ii. Co-ordinate grant of the Applicable Approval with the relevant authority/ministry/department and assist Concessionaire in getting necessary clearances from the relevant authorities/ ministry/ departments.
 - iii. Ensure that the building plans for the Project Facilities at Site are duly and expeditiously approved by the concerned authorities under the relevant Acts/ building by-laws / other relevant by-laws or regulations.
- c. GHMC agrees, for the purposes of the Financing Documents, to intimate to the Senior Lenders by such notice as required under the Financing Documents:
 - i. Of the happening or likely happening of an Event of Default on the part of Concessionaire;
 - ii. Of the termination of this Agreement by GHMC;
 - iii. Of the occurrence, continuance and cessation of any force majeure cause; Or
 - iv. Other breach or default on the part of Concessionaire under this Agreement.


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- d. GHMC shall pay Tipping Fees to Concessionaire for collection, transportation, transfer station management, and transportation of waste from transfer station to processing facilities, processing of MSW, disposal of Residual Inert Matter to Landfill. The Tipping Fee shall be paid on a monthly basis equivalent to the amount calculated as per provisions of **Clause 7.1** and subject to necessary approval by the Independent Engineer.
- e. GHMC shall declare and maintain, or cause to declare and maintain, a no-development zone around the Site in accordance with Applicable Laws.
- f. Water, power and approach road to the Project Facility at Jawaharnagar, Hyderabad shall be provided by GHMC at applicable user charges.
- g. If during the Term of this Agreement, the available Site falls short of the actual Landfill requirements, then, upon request from Concessionaire for additional land and due recommendation by the Independent Engineer, GHMC shall provide additional land for development of Sanitary Landfill at a location within 60 km from the GHMC office at Tank Bund.
- h. GHMC hereby agrees that if there is any financial or tax benefits or otherwise in respect or on account of the Project (including but not limited to viability gap funding, carbon credits and tax benefits), they shall accrue directly and exclusively to, Concessionaire alone and not to GHMC and GHMC hereby undertakes that it shall not claim or file and application claiming such benefits to the prejudice of Concessionaire. GHMC agrees to facilitate the receipt of all such benefits by Concessionaire, whether on its own behalf or on behalf of GHMC and for the purpose to give all needed recommendations, no-objections, authorizations, etc.
- i. GHMC shall endeavor to dispose bio-medical waste and hazardous waste separately, in an environmentally benign way.
- j. GHMC endeavors to set up four integrated waste management facilities for safe disposal of municipal waste generated in the MSW supply area. The first facility is to be set up at Jawharnagar and as and when the land is available for the other three facilities, GHMC shall transfer the land to the Concessionaire for development of the integrated waste management facilities.
- k. GHMC shall handover the existing infrastructure like dumper bins, vehicles, transfer stations, etc., deployed in a Zone, on an 'as is where is' basis, to the Concessionaire within the time frames as set out in a handover plan finalized based on mutual consent.



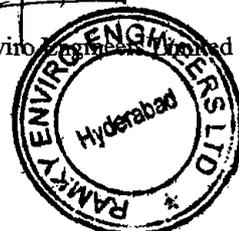
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6.2 General Obligations

GHMC shall:

- a. Provide necessary support to Concessionaire in securing Applicable Approvals;
- b. Observe and comply with all its obligations set forth in this Agreement.
- c. Ensure timely payments to Concessionaire

6.3 No GHMC Taxes on Project Facilities

Having regard to the nature and importance of the Project aimed at reducing environmental pollution and being implemented in said discharge of the statutory liabilities and social responsibility of GHMC, it is agreed that for the purposes of this project, the Concessionaire shall be exempt from the levy, assessment and payment of all municipal taxes, levies, and property tax. In respect of the Project Facilities from the Effective Date until expiry of the Term and such exemption(s) shall also be applicable on all additional waste management facilities as allowed upon case to case basis by the Commissioner, GHMC.

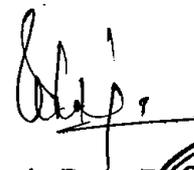
6.4 Covenant of Non-Interference by GHMC

- a. GHMC covenants with Concessionaire that GHMC or any of its officers, employees or workmen shall not, at any time, during the Term of this Agreement interfere with or obstruct in the functioning, running and the overall management of the Project and in any matter in relation to or connected therewith.
- b. GHMC shall have no right, title or interest to the technology that would be used by Concessionaire in the development, operation and maintenance of the Project Facilities. GHMC agrees that any technology that may be employed by Concessionaire in the development, operation and maintenance of the Project Facilities would be proprietary technology obtained under specific license and GHMC hereby undertakes that it shall not violate or cause a breach of the license arrangements of Concessionaire for such technology.

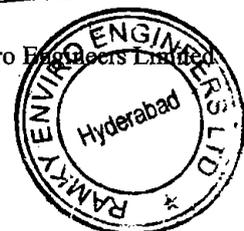


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ARTICLE 7 TIPPING FEE

7.1 Tipping Fee

Subject to the provisions of this Agreement and bid documents, and in consideration of Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, GHMC agrees and undertakes to pay to Concessionaire, the Tipping Fee, which shall be the only fee paid by GHMC to the Concessionaire for performing the services under this Agreement. The quoted Tipping Fee is Rs. 1431 per ton of MSW (also called as the base Tipping Fee) received and weighed at the gate of disposal facility. The total payment would be a product of number of tons of MSW received at the gate of the disposal facility and the Tipping Fee.

- a. The Concessionaire shall, on the 7th day of every month or in case the 7th day of a month is a holiday then on the following working day of such month, submit to Independent Engineer / GHMC a month fee statement.
- b. As the Tipping Fee covers three main components of work, break up of Tipping Fee for each of the component is given below:
 - i. Primary and secondary collection & transportation of waste upto transfer station: 40% of the Tipping Fee.
 - ii. Transfer station management and transportation of waste from transfer station to the processing facilities: 20% of the Tipping Fee.
 - iii. Treatment & disposal: 40% of the Tipping Fee.

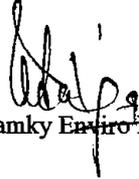
The base Tipping Fee shall be increased annually, without compounding, by 5% thereof. For illustration, the base Tipping Fee of Rs 1431, would be Rs 1502.55 in the next year and Rs, 1574.10 in the year after and so on .

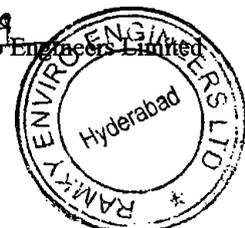
In addition to the annual revision, the applicable base Tipping Fee shall be adjusted and revised annually on April 1 of each year to reflect the variation in the Wholesale Price Index (WPI) occurring between the first week ending of January and the week ending on or immediately after January 1 of the year in which such revision is undertaken. The revision shall be undertaken such that on every 1st April every year (the date of revision”), the Tipping Fee applicable shall be adjusted and revised to reflect 60% rate of inflation occurring during the aforesaid period.


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The formula for determining the Tipping Fee due and payable shall be as Tipping Fee = $z + \{z(WPIb/WPIa) - z\}0.6$

Where

z is the basic Tipping Fee approved

WPIb is the WPI of the week ending on or subsequent to January 1 of the year of revision.

WPIa is the WPI of the week ending first week of January for the year.

- c. In the event of allocation of other three new Sites to the Concessionaire by GHMC for establishment of processing and disposal facilities there would be no escalation in Tipping Fee to be paid by GHMC (for any of the components) if the sites are located within a distance of 60 Km from the center of the city – centre being recognized as GHMC office located at Tank Bund. However if the sites are located at distance greater than 60 km fee towards Transfer station management and transportation of waste from transfer station to the processing facilities (20% of the Tipping Fee) shall be increased on *pro-rata* basis of the distances involved.
- d. There shall be no escalation in the Tipping Fee incase of allocation of land by GHMC for establishing new transfer stations within the GHMC area
- e. It's the responsibility of the Concessionaire to fulfill all the obligations & requirements on behalf of GHMC as per the MOUs signed by GHMC with the other project developers treating/ disposing waste, as on date of issue of this tender notice. In the event such off takers do not accept the waste it would be the responsibility of the Concessionaire to provide additional facilities to meet the processing and disposal requirements of such quantities. Tipping Fee for the same would be paid as per the above quoted price for each ton (excluding the treatment and disposal component) of waste processed and disposed. However GHMC shall stabilize the offtake by other agencies and give a confirmed requirement of the quantity of waste that would be accepted by them within two years from the date of signing of this Agreement between GHMC and the Concessionaire.
- f. In the event of the GHMC Area being extended during the Concession Period, the Concessionaire shall fulfill all obligations and requirements under this Agreement for such extended area under the same terms and conditions. Provided that such extended areas shall be located within a distance of 60 km from the GHMC Office at Tank Bund.



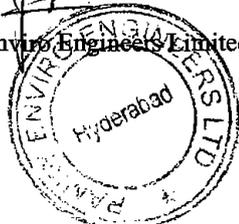
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7.2 Mechanism of Payment during Term of Concession

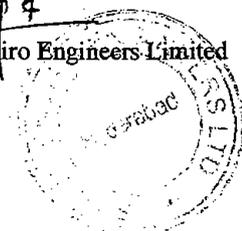
- a. Tipping Fees shall be paid to Concessionaire by GHMC within a period of 60 days from the date of submission of Monthly Statement by Concessionaire, duly certified by the Independent Engineer. If there is a delay in the payment beyond 60 days, GHMC shall pay an interest of 2% above the corresponding State Bank of India (Medium Term) Lending Rate.
- b. GHMC deduct/ withhold the following charges:
 - i. Statutory deductions, such as Income Tax and Service Tax.
 - ii. 10% of the Treatment Disposal revenues receivable from GHMC. This amount shall be held in escrow towards post-closure obligations. The mechanism shall be operated through an escrow account with a nationalized Bank. The amounts shall be utilized for the purpose of Post-Closure obligations only, and released to the Concessionaire in equal quarterly installments during Post-closure period, and to be detailed out in the escrow agreement with the bankers. In an event of Termination due to any reason whatsoever, the amounts in the escrow account will be appropriated by GHMC to be utilized towards post-closure obligations
 - iii. Any penalties for operational breaches, which is determined to be due and payable, as specified in **Schedule 4**.
 - iv. Any other recoveries under the terms of this Agreement.

All payments to the Concessionaire by GHMC shall be made by way of cheque payable at par at Hyderabad.

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ARTICLE 8
FORCE MAJEURE

As used in this Agreement, the expression "Force Majeure" or "Force Majeure: Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in **Clauses 8.1, 8.2 and 8.3** respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

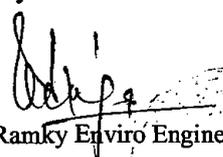
8.1 Non-Political Event

A **Non-Political Event** shall mean one or more of the following acts or events:

- a. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b. Strikes or boycotts (other than those involving contractors, or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in **Clause 8.2**;
- c. Any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to Concessionaire, by, or on behalf of such Contractor;
- d. Any judgment or order of any court competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Government;
- e. The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or


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- f. Any event or circumstances of a nature analogous to any of the foregoing.

8.2 Indirect Political Event

An indirect Political Even shall mean one or more of the following acts or events:

- a. An act of war (whether declared or undeclared), invasion, armed conflict or act foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b. Industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an accounting Year;
- c. Any civil commotion, boycott or political agitation which prevents collection of Tipping Fee by Concessionaire for an aggregate period exceeding 7 (seven) days in an accounting Year;
- d. Any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to Concessionaire by or on behalf of such Contractor; and
- e. Any Indirect Political Event that causes a Non-Political Event;

8.3 Political Event

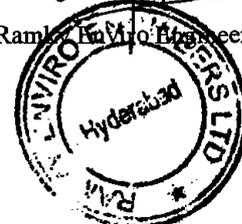
A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of the **Clause 8.11**;
- b. Compulsory acquisition in national interest or expropriation of any Project Assets or rights of Concessionaire or of the Contractors;
- c. Unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from Concessionaire or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;


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- d. Any failure or delay of a Contractor but only to the extent caused by another Political, Event and which does not result in any offsetting compensation being payable to Concessionaire by or on behalf of such Contractor; or
- e. Any event or circumstance of a nature analogous to any of the foregoing.

8.4. Duty to report Force Majeure Event

8.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a. The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 8 with evidence in support thereof;
- b. The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c. The measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d. Any other information relevant to the Affected Party's claim.

8.4.2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 14 (fourteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the: probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement

8.4.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 8.4.1, and, such other information as the other Party may reasonably request the Affected Party to provide.

8.5 Effect of Force Majeure Event on the Concession

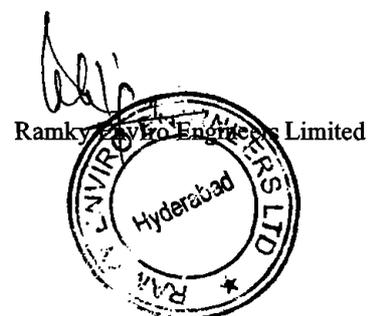
Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event. At any time after the Appointed Date, if any Force Majeure Event occurs before COD, the Concession Period and the



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dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists;

8.6 Allocation of costs arising out of Force Majeure

Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

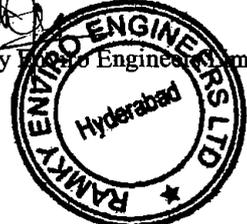
- a. Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project the; ("Force Majeure Costs") shall be allocated and paid as follows:
 - i. Upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;
 - ii. Upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the insurance cover for such Indirect Political Event, shall be borne by, and to the extent Force Majeure costs exceed such insurance cover, one half of such excess amount shall be reimbursed by the GHMC to Concessionaire; and
 - iii. Upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the GHMC to Concessionaire.
- b. For the avoidance of doubt, Force Majeure costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Tipping Fee revenues or debt repayment obligations, and for determining such costs, information contained in the Financing Documents may be relied upon to the extent that such information is relevant.
- c. Save and except as expressly provided in this Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereto.



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8.7. Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save, as provided in this **Article 8**, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

8.8. Termination Payment for Force Majeure Event

- a. If Termination is on account of a Non-Political Event, the GHMC shall make a Termination Payment to Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover for assets under Concessionaire ownership. The Concessionaire shall be entitled to withdraw the Performance Security, if subsisting.
- b. If Termination is on account of an Indirect Political Event, the GHMC shall make a Termination Payment to Concessionaire in an amount equal to:
 - i. Debt Due less Insurance Cover for assets under Concessionaire ownership; provided that if any Insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and
 - ii. 110% (one hundred and ten per cent) of the Adjusted Equity.

The Concessionaire shall be entitled to withdraw the Performance Security, if subsisting.

- c. If Termination is on account of a Political Event, the GHMC shall make a Termination Payment to Concessionaire in an amount that would be payable under **Clause 9.2** as if it were a GHMC Default. The Concessionaire shall be entitled to withdraw the Performance Security, if subsisting.

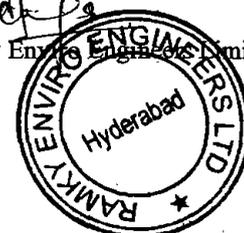


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8.9. Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

8.10. Excuse from Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that;

- a. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b. The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

8.11. Changes in Law

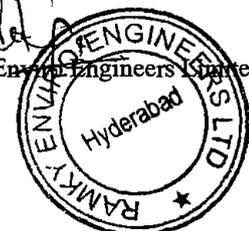
- a. Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
 - i. The enactment of any new Indian law;
 - ii. A change in the interpretation or application of any Indian law by a court of record
 - iii. Any order, decision or direction of a court of record.

Provided that Change in Law shall not include:

- i. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,



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- ii. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
 - iii. Any change in the rates of the Taxes and introduction / levy of new Taxes.
- b. Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, Concessionaire is obliged to incur Additional Costs, and GHMC shall subsequently reimburse to Concessionaire 50% of such Additional Costs, provided such Additional Cost in any manner as may be mutually agreed upon by Parties.
- c. Upon occurrence of a Change in Law, Concessionaire may, notify GHMC/the Independent Engineer of the following;
- i. The nature and the impact of Change in Law on the Project.
 - ii. In sufficient detail, the estimate of the Additional Cost likely to be incurred by Concessionaire on account of Change in Law.
 - iii. The measures, which Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost.
 - iv. The relief sought by Concessionaire.
- d. Upon receipt of the notice of Change in Law issued by Concessionaire pursuant to preceding sub-clause, GHMC and Concessionaire shall along with the Independent Engineer hold discussions and take all such steps as may be necessary including determination by the Independent Engineer/GHMC of the quantum of the Additional Cost to be borne and paid by GHMC.
- e. GHMC shall within 30 days from the date of determination of quantum of Additional Cost, provide relief to Concessionaire in the manner as mutually agreed upon by the Parties.

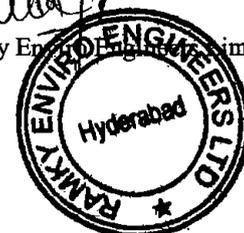


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ARTICLE 9
EVENTS OF DEFAULT AND TERMINATION

9.1 Events of Default

Event of Default shall mean either Concessionaire Event of Default or GHMC Event of Default or both as the context may admit or require.

a. Concessionaire Event of Default.

Any of the following events shall constitute an Event of Default by Concessionaire ("Concessionaire Event of Default") when not caused by a GHMC Event of Default or Force Majeure Event:

- i. Concessionaire is in breach of any of its material obligations leading to material adverse effect under this Agreement and the same has not been remedied for more than 60 days from the date of notice from GHMC seeking curing of the defect.
- ii. A resolution for voluntary winding up has been passed by the shareholders of Concessionaire.
- iii. Any petition for winding up of Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of Concessionaire under this Agreement.
- iv. The equity holding of the Concessionaire is not in line with Clause 5.26 at any point during the Term.
- v. The Concessionaire has failed to achieve any of the Project Milestones beyond 180 (one hundred and eighty) days of the respective Scheduled Project Milestone Date, as set in the Table in Clause 5.5 (m), for any reason whatsoever.
- vi. The Concessionaire has failed to achieve COD – T&D within 30 (thirty) months of the Effective Date for any reason whatsoever.

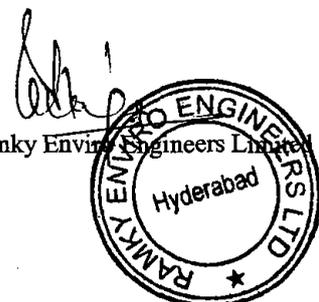


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b. GHMC Event of Default

Any of the following events shall constitute an event of default by GHMC ("GHMC Event of Default") when not caused by a Concessionaire Event of Default or Force Majeure Event:

- i. GHMC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within (sixty) days of receipt of notice thereof issued by the Concessionaire.
- ii. GHMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

9.2 Termination due to Event of Default**a. Termination for Concessionaire Event of Default**

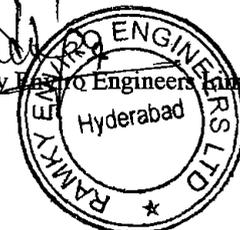
- i. Without prejudice to any other right or remedy which GHMC may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, GHMC shall, subject to the provisions of the "Substitution Agreement" (if any, with the Senior Lenders, pursuant to which, in case of Default by Concessionaire, Senior Lenders shall be allowed to take charge of Concessionaire's roles and responsibilities under this Agreement), be entitled to terminate this Agreement in the manner as set out under **Clause 9.2(a)(ii)**. Provided however that upon the occurrence of a Concessionaire Event of Default as specified under **Clause 9.1 (a)(iii)**, GHMC may terminate this Agreement by issue of Termination Notice in the manner set out under **Clause 9.2(c)**.
- ii. If GHMC decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to Concessionaire. Within thirty (30) days of receipt of the Preliminary Notice, Concessionaire shall submit to GHMC in sufficient detail and if applicable the manner in which *inter-alia* it proposes to cure the underlying Event of Default (the "Concessionaire Proposal to Rectify"). The same shall be reasonably considered by GHMC. In case of non-submission of Concessionaire Proposal to Rectify within the said period of 30 days, GHMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting. In case Concessionaire has made a Proposal to Rectify within the period stipulated therefor, Concessionaire shall have


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further period of 60 days to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, GHMC shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, if subsisting.

b. Termination for GHMC Event of Default

- i. Without prejudice to any other right or remedy which Concessionaire may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- ii. If Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to GHMC. Within 30 days of receipt of Preliminary Notice, if applicable, GHMC shall forward to Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "GHMC Proposal to Rectify"). In case of non-submission of GHMC Proposal to Rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- iii. In case GHMC Proposal to Rectify is forwarded to Concessionaire within the period stipulated therefore, GHMC shall have further period of 45 days to remedy/ cure the underlying Event of Default. If, however GHMC fails to remedy/ cure the underlying Event of Default within such further period allowed, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

c. Termination Notice

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- i. In sufficient detail the underlying Event of Default;
- ii. The Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice;
- iii. The estimated termination payment including the details of computation thereof; and,
- iv. Any other relevant information.


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The Parties hereby agree that any Termination Notice shall also be sent to all Senior Lenders , by registered post/courier and a public notice of default of the Concessionaire in leading daily newspaper (of both English and the prevalent local language) of Hyderabad.

d. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall, subject to the provision of the Financing Documents and the rights of the Senior Lenders provided therein, promptly take all such steps as may be necessary or required to ensure that:

- i. Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities.
- ii. The Termination Payment, if any, payable by GHMC in accordance with the sub-clause (f) is paid to Concessionaire on the Termination Date and
- iii. The Project Facilities are handed back to GHMC by Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by Concessionaire to GHMC

e. Withdrawal of Termination Notice

Notwithstanding anything inconsistency contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the actual Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice or as mutually agreed upon by both parties.

f. Termination Payments

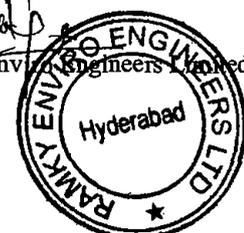
Upon Termination of this Agreement on account of GHMC Event of Default, the Concessionaire shall be entitled to the following termination payments in


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addition to payment from GHMC that may have accrued to Concessionaire prior to the Termination:

g. GHMC Event of Default:

Upon Termination of this Agreement on account of GHMC Event of Default, the Concessionaire shall receive from GHMC,
Termination payment = Debt Due + 150% of Adjusted Value of the equity on Termination Date.

The Concessionaire shall be entitled to withdraw the Performance Security, if subsisting, provided that the Performance Security shall be withdrawn only after substitution of the Concessionaire in accordance with the provisions of Substitution Agreement, if any.

h. Concessionaire Event of Default:

Upon Termination on account of a Concessionaire Default after COD – T&D, GHMC shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD – T&D.

Upon Termination of this Agreement on account of Concessionaire Event of Default the Performance Security, if subsisting, shall be invoked by GHMC.

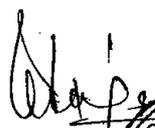
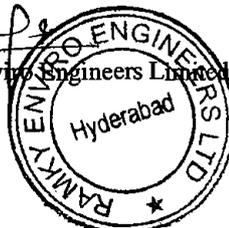
9.3 Rights of GHMC on Termination

- a. Upon Termination of this Agreement for any reason whatsoever, GHMC shall have the power and authority to:
- i. Enter upon -and take possession and control of the Project Facilities, Plant, and Site, forthwith free from any encumbrances;
 - ii. Prohibit Concessionaire and any person claiming through or under Concessionaire from entering upon dealing with the Project Facilities, Plant, and Site or permit as required for pending resolution of any issues to a limited number of representatives of Concessionaire.



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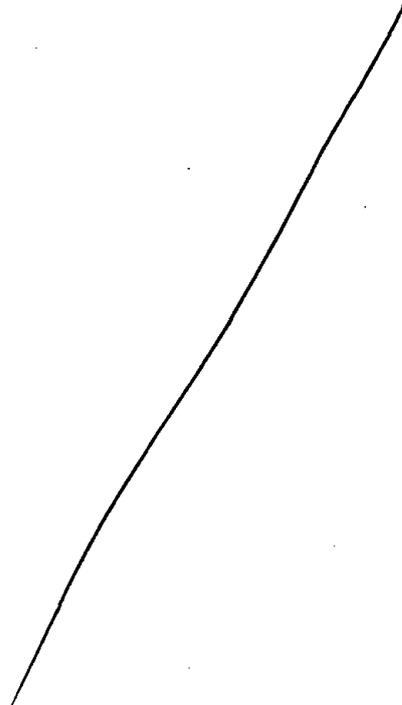



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- b. Notwithstanding anything contained in this Agreement, GHMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by Concessionaire in connection with the Project, and the handover of the Project Facilities by Concessionaire to GHMC shall be free from any such obligation.

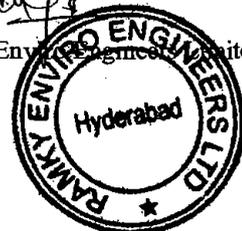
9.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.



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ARTICLE 10
HANDOVER OF PROJECT FACILITIES

10.1 Ownership during the term of Concession

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made therein by Concessionaire, during the term of the Concession shall at all times remain as mentioned below:

- a. That of all immovable assets including site and civil structures created for compost plant, Project facility and landfill site shall remain with GHMC.
- b. That of all movable assets including equipments & machinery and vehicles shall remain with Concessionaire and in accordance with the Financing Documents and first prior charge to Senior Lenders privileges.

10.2 Concessionaire's Obligations

a. Waste Processing Facility

Concessionaire shall on the date of expiry of the agreement term, hand back on as-is where-is basis, peaceful possession of the Project facility to GHMC free of cost and free from all encumbrances and in good operable condition.

At least 12 months before the expiry of the term of agreement a joint inspection of the Project Facilities shall be undertaken by Independent Engineer/ GHMC and Concessionaire. Concessionaire shall promptly undertake and complete such works/ jobs as may be required by GHMC at least three months prior to the expiry of agreement term and ensure that the Project Facilities may continue to meet such requirements even after the same are handed back to GHMC.

b. Landfill Facility

At least 12 months before the expected expiry of the Landfill Life, the Parties jointly with the Independent Engineer shall, discuss and jointly prepare the closure plan for scientific closure of the Landfill Facility, under the provisions of the prevailing Applicable Law ("Closure Plan").

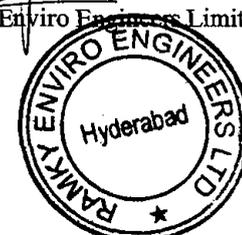


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Upon the Closure of the landfill Facility, Concessionaire shall maintain the Landfill Facility in accordance with an appropriate Post-closure Maintenance Plan and hand back peaceful possession of the Landfill Facility to GHMC free of cost and in reasonable condition at the end of 15 (fifteen) years from the Closure of the landfill Facility.

c. All Vehicles, Workshop, Offices, Communication Arrangements etc., and Immovable Infrastructure/ Facilities:

On completion of the Agreement Term, unless it is extended, the Concessionaire will transfer all movable infrastructure and facilities including vehicles, equipment, workshop, offices, communication arrangements etc. and immovable infrastructure/ facilities to GHMC, in working condition and certified by Independent Engineer, free of cost.

10.3 GHMC's obligations

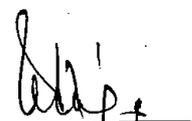
GHMC shall, subject to GHMC's right to encash bank guarantees towards carrying out works/jobs listed under **Article 10.2**, which have not been carried out by Concessionaire, or any outstanding dues, which may have accrued in respect of the project during the Concession Period, duly discharge and release to Concessionaire any amounts / bank Guarantees due to Concessionaire.



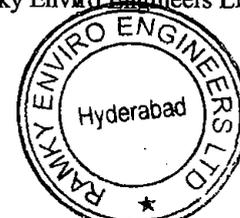
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ARTICLE 11
DISPUTE RESOLUTION

11.1 Amicable Resolution

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in **Clause (b)** below.

- a. Either Party may require such Dispute to be referred to the Commissioner, GHMC (or the Person holding charge) and the Chief Executive Officer of Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either party may refer the Dispute to arbitration in accordance with the provisions of **Article 11.2** below.

11.2. Arbitration

a. Procedure

Subject to the provisions of **Article 11.1**, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

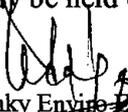
b. Place of Arbitration

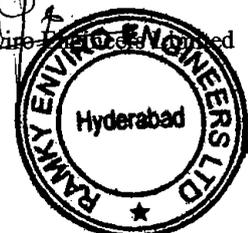
The request for arbitration shall ordinarily be Hyderabad but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.


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c. Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award

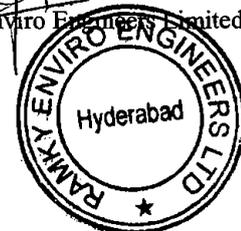
The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

11.3. Performance During Dispute

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

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ARTICLE 12
REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Concessionaire

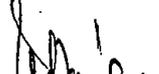
Concessionaire represents and warrants to GHMC that:

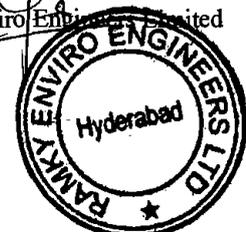
- a. It is duly organized, validity existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the Project;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of Concessionaire's 'Memorandum and Articles of Association' or any of the Applicable laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. There are no actions, suits, proceedings or investigations pending, or to Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may resulting Material Adverse Effect;
- i. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. Without prejudice to any express provision contained in this Agreement, Concessionaire acknowledges that prior to the execution of this Agreement, Concessionaire has after a complete and careful examination made an independent evaluation of the required Project Facilities and the information


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- provided by GHMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to rise or may be faced by Concessionaire in the course of performance of its obligations hereunder;
- k. Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that GHMC shall not be liable for the same in any manner whatsoever to Concessionaire;
 - l. Concessionaire agrees to indemnify and hold indemnified the GHMC against all cost, expenses, penalties arising out of:
 - i. Operations of the project facilities under this Agreement.
 - ii. Compliance with all labor laws and all possible claims and employment related liabilities of its staff employed in relation with the project.

12.2 Representations and warranties of GHMC

GHMC represents and warrants to Concessionaire that:

- a. That it is duly incorporated under the laws of India and has the power to conduct its business as presently as presently conducted and to enter into this Agreement;
- b. That it has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorize the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its constitutional authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it;
- d. All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian law.

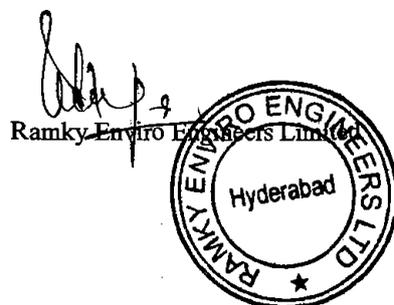
12.3 Obligation to Notify Change

In the event that any of the representations or warranties made/ given by a Party ceases to be true or stands changed, the Party who had made such representation are given such warranty shall promptly notify the other of the same.



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**ARTICLE 13
MISCELLANEOUS**

13.1 Assignment and Charges

- a. Concessionaire shall not assign in favor of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of both GHMC & Senior Lenders.
- b. Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of GHMC and Senior Lenders.
- c. Restraint set forth in clauses (a) and (b) above shall not apply to :
 - i. Liens/ encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of Concessionaire.
 - ii. Pledges/ hypothecation of goods/ stocks/ movable assets, Revenue and receivables as security for indebtedness, in favor of the Senior Lenders and working capital providers for the Project.
 - iii. Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Senior Lenders as security for financial assistance provided by them.

13.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owned by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing prime lending rate of State bank of India per annum from the due date for payment hereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under Law, the Party entitled to receive such amount shall also have the right of set off.

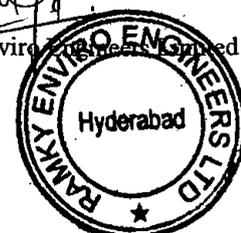
Provided the stipulation regarding interest for delayed payments contained in this **Article 13.2** shall neither be deemed nor construed to authorized any delay in payment of any amount due by a party nor be deemed or construed to be a waiver of the underlying breach of payment obligation.


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13.3 Governing Law and Jurisdiction

This agreement shall be governed by the laws of India. The Courts at Hyderabad shall have jurisdiction over all matter arising out of or relating to this Agreement.

13.4 Waiver

Waiver by either party of any default by the other party in the observation and performance of any provision of or obligation under this Agreement:

- a. Shall not operate or be construed as a wavier of any other or subsequent default hereof or of other provisions or obligation under this agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. Shall not affect the validity or enforceability of this agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/ breach of any terms, conditions or provisions of this Agreement.

13.5 Survival

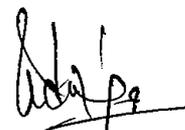
Termination of this agreement shall not relive GHMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and expect as otherwise provided in any provision of this agreement expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such termination.

13.6 Amendments

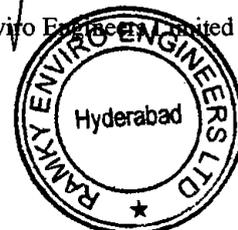
This Agreement and the Schedules/ Annexures together constitute a complete and exclusive understanding of the terms of the Agreement between the parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the parties hereto and evidenced in writing.



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13.7 Notice

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this agreement and termination of this Agreement, shall be in writing and shall given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below;

If to GHMC:

The Commissioner
Greater Hyderabad Municipal Corporation.
Tank Bund,
Hyderabad.

If to Concessionaire:

Ramky Enviro Engineers Limited
Ramky House,
Opposite Necklace Road Railway Station,
Rajbhavan Road,
Somajiguda,
Hyderabad – 500082

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- a. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- b. In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

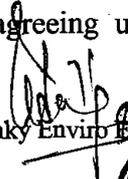
13.8 Severability

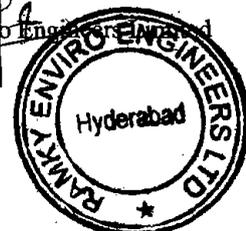
If for any reason whatsoever any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more


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provisions which may be substituted for invalid, unenforceable or illegal provisions, as nearly as is practicable, provided failure to agree upon any such provisions shall not be subject to dispute resolution under this agreement or otherwise.

13.9 No Partnership

Nothing contained in this agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.10 Language

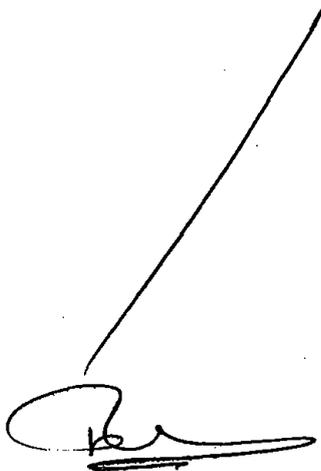
All notice required to be given under this agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language and true translation into English language if other than English is used at user's costs and expenses.

13.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warrant, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

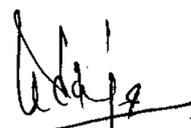
13.12 Counterparts

This agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this agreement but shall together constitute one and only the Agreement.

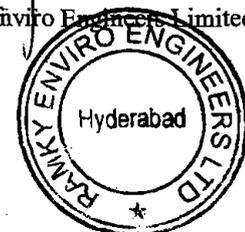


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SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION

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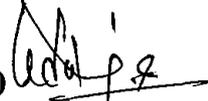
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement with the Schedules appended hereto as follows:-

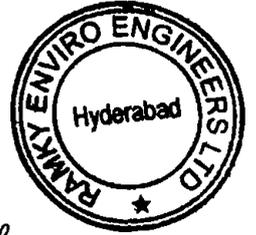
SIGNED SEALED AND DELIVERED

For and on behalf of Greater Hyderabad Municipal Corporation.

For and on behalf of Ramky Enviro Engineers Limited.

(Signature) 

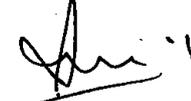
(Signature) 



(Name) SPECIAL COMMISSIONER
(Designation) GREATER HYDERABAD MUNICIPAL CORPORATION

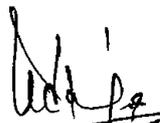
(Name) Padmaja B.
(Designation) Director

In the presence of:

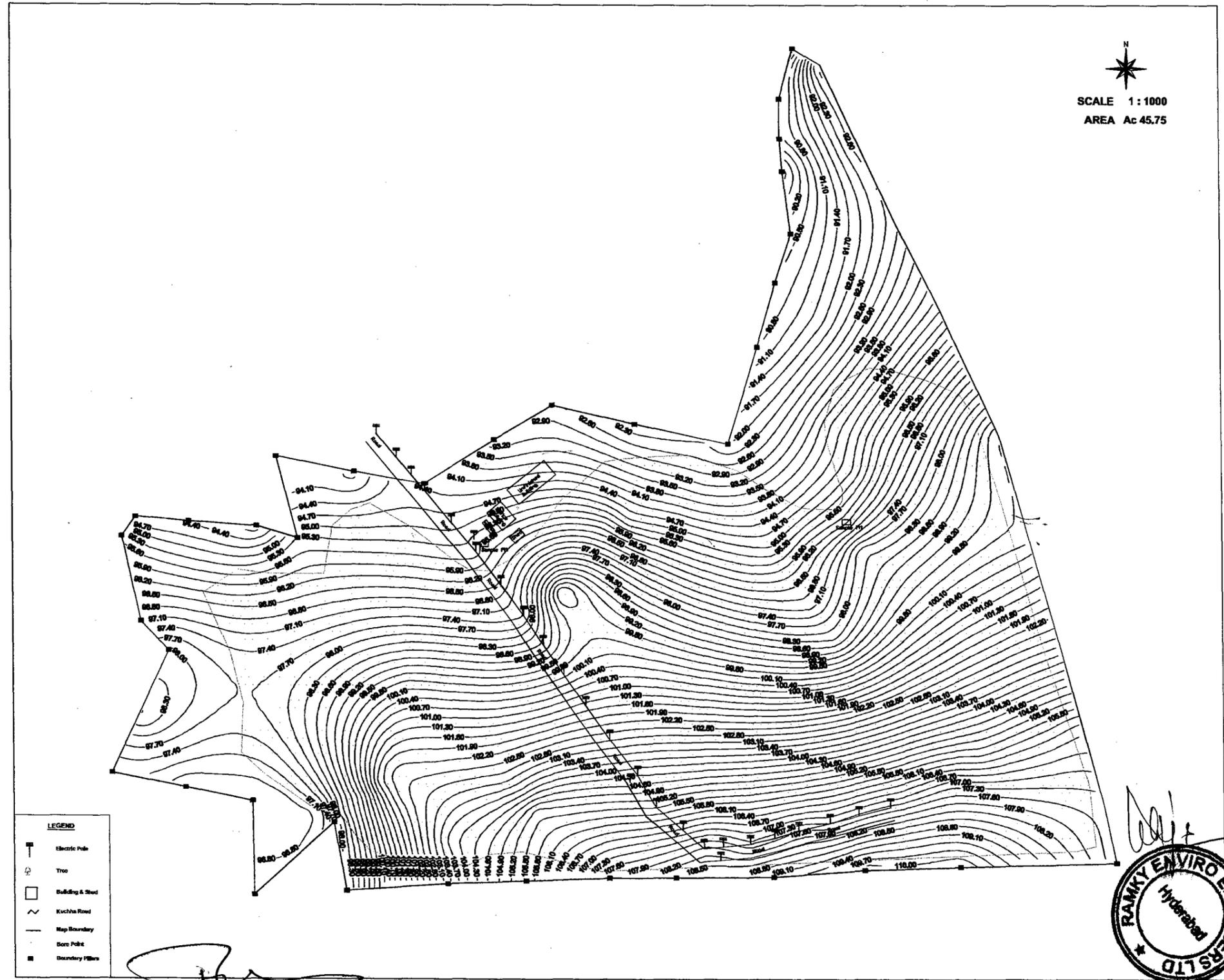
- 1. 
Dr. C. Sreedhar,
CGMA, INCAP
- 2. 
B. A. Singh
BASHIR AHMED SHEKHAR
Regional Manager
SEVES Consultancy
India Pvt. Ltd.
Hyderabad.



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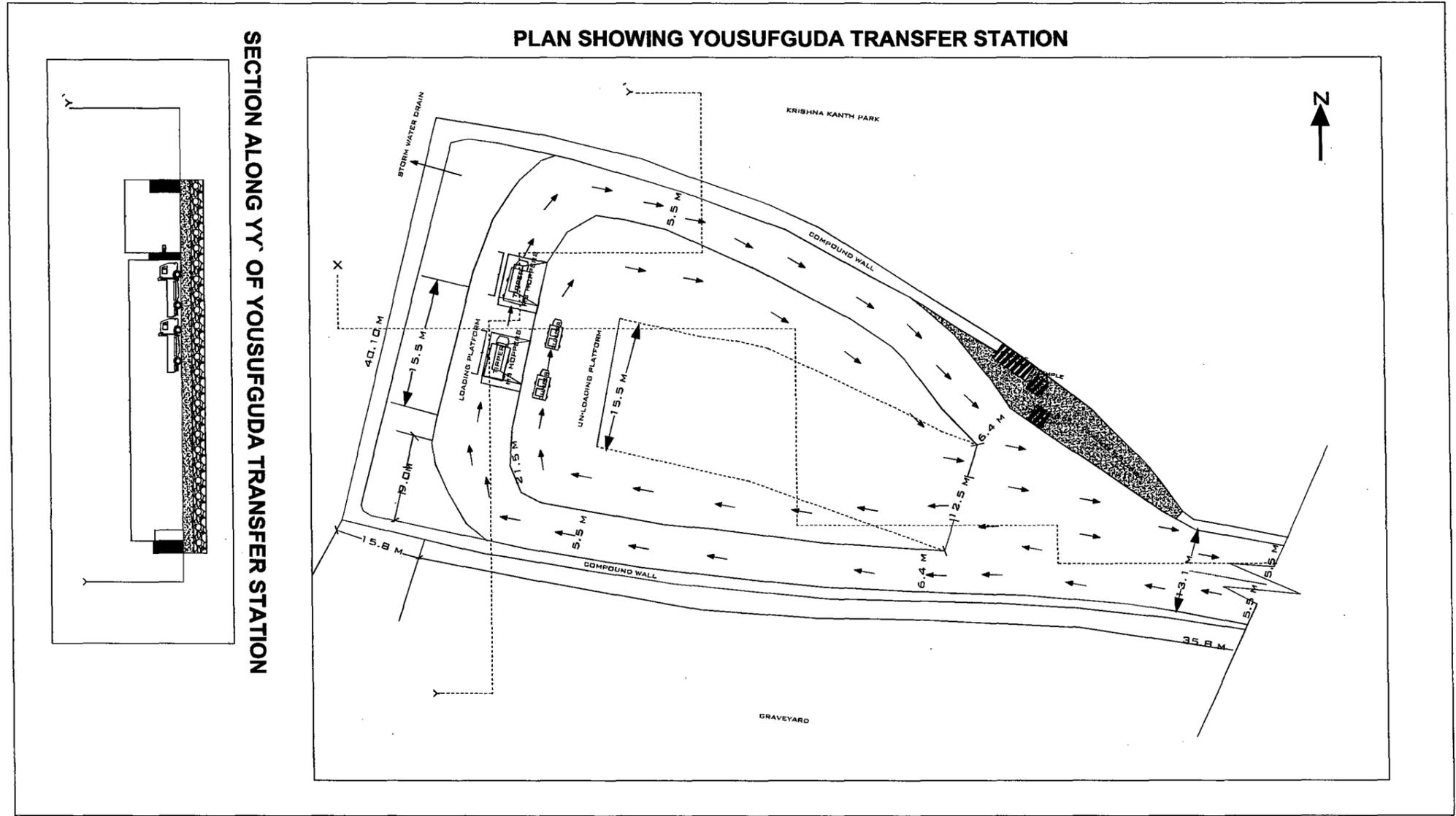

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Topographical Map with Elevation Contours of 0.3m Interval within MSW Site, Fathelguda, Ranga Reddy District, A.P.

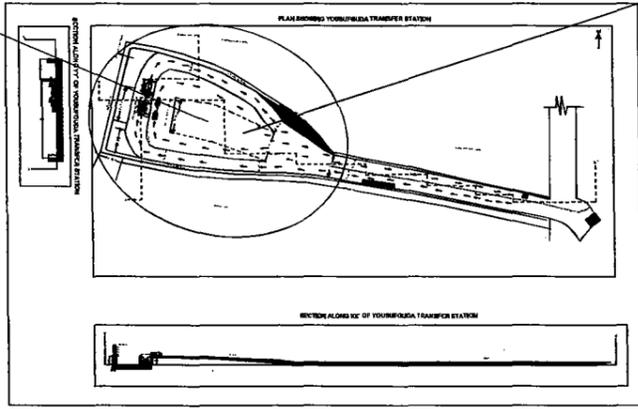
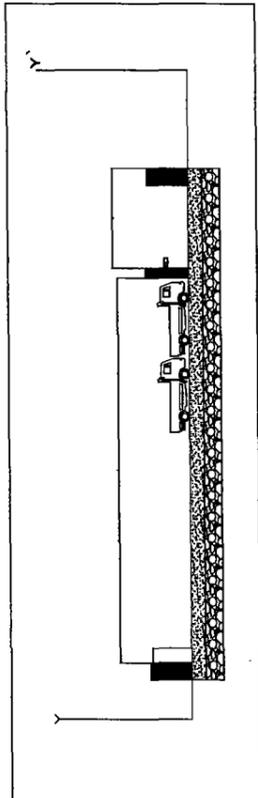


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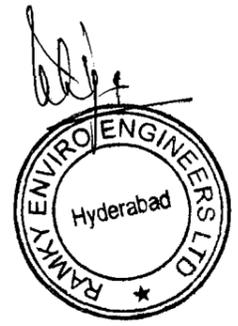




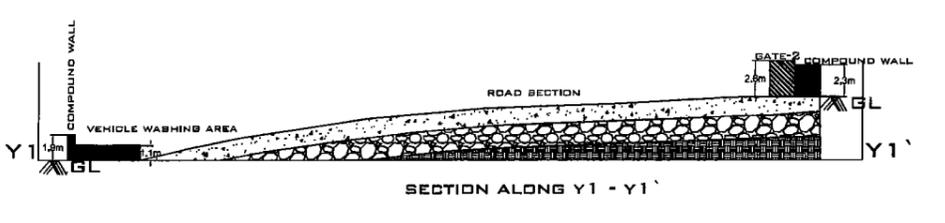
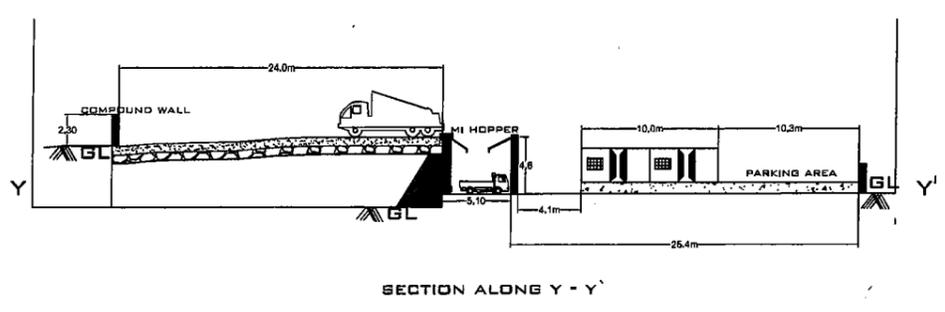
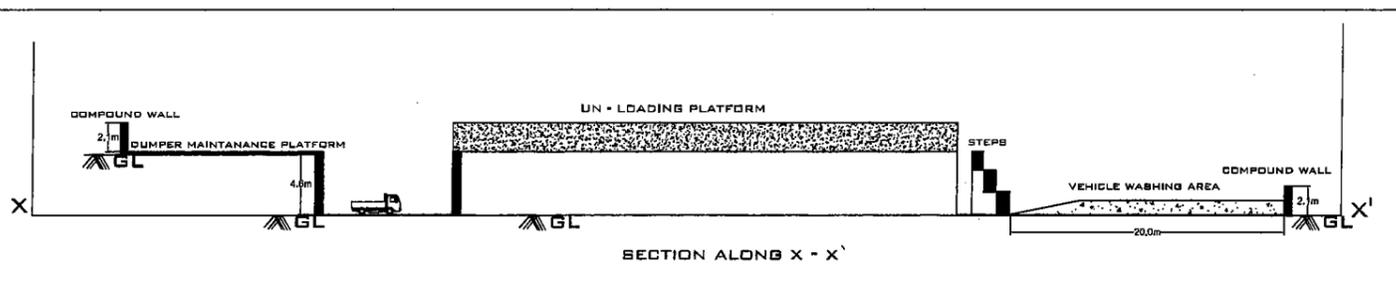
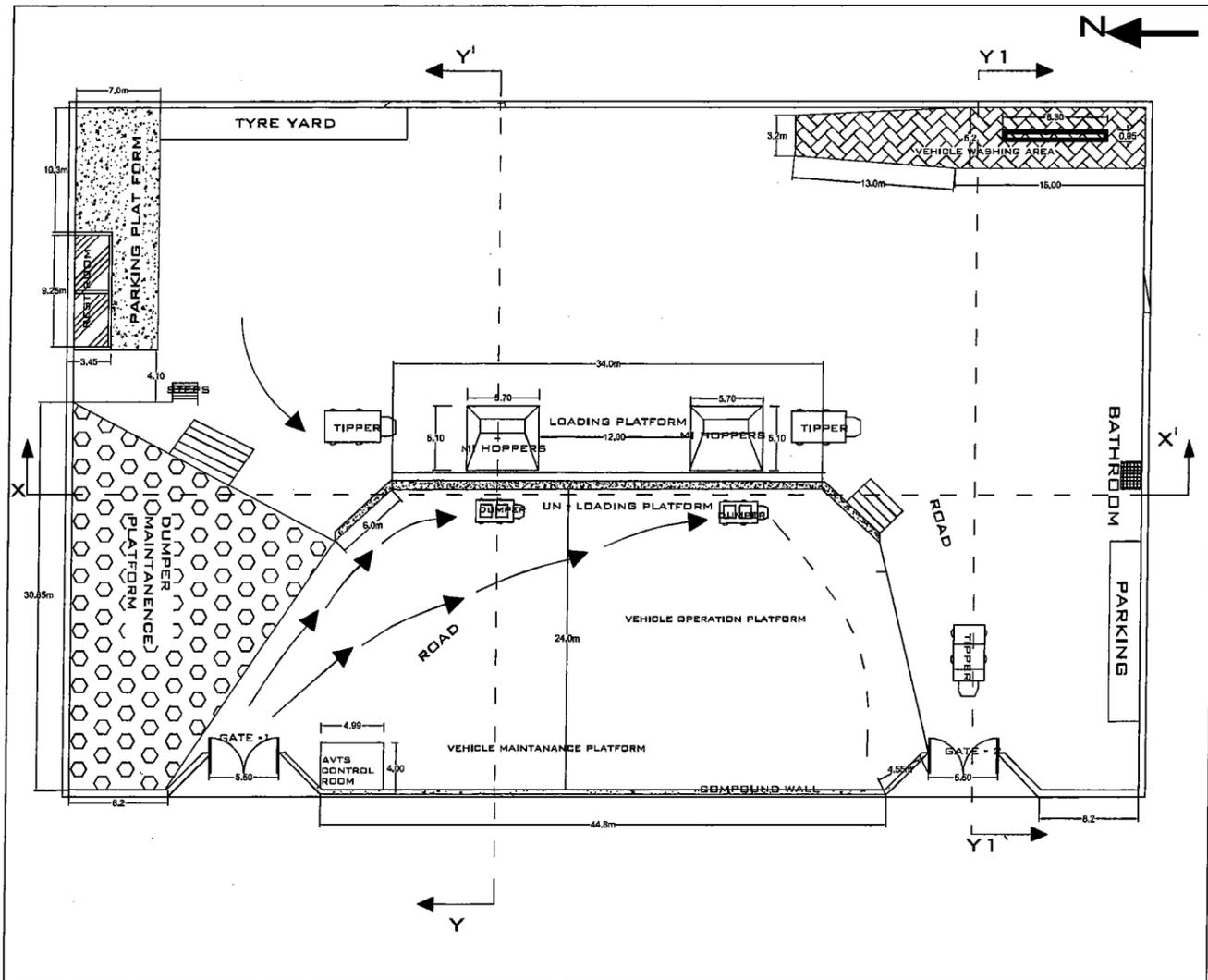
SECTION ALONG Y-Y' OF YOUSUFGUDA TRANSFER STATION



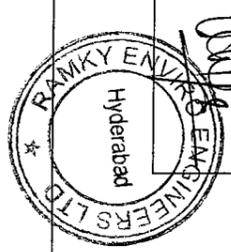
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**SPECIAL COMMISSIONER
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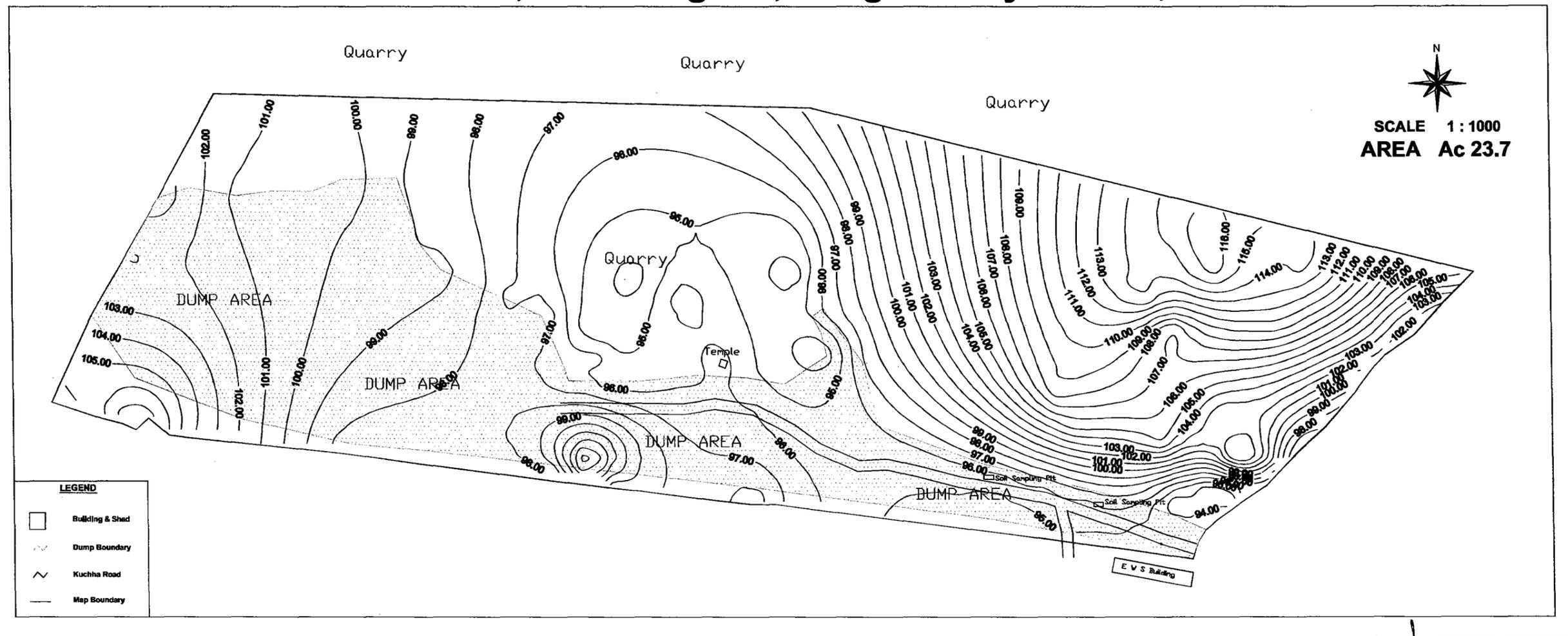
PLAN SHOWING TANK BUND TRANSFER STATION



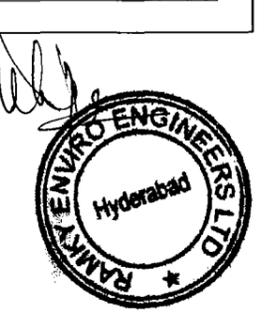
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Topographical Map with Elevation Contours of 1m Interval within MSW Site, Shamshiguda, Ranga Reddy District, A.P.

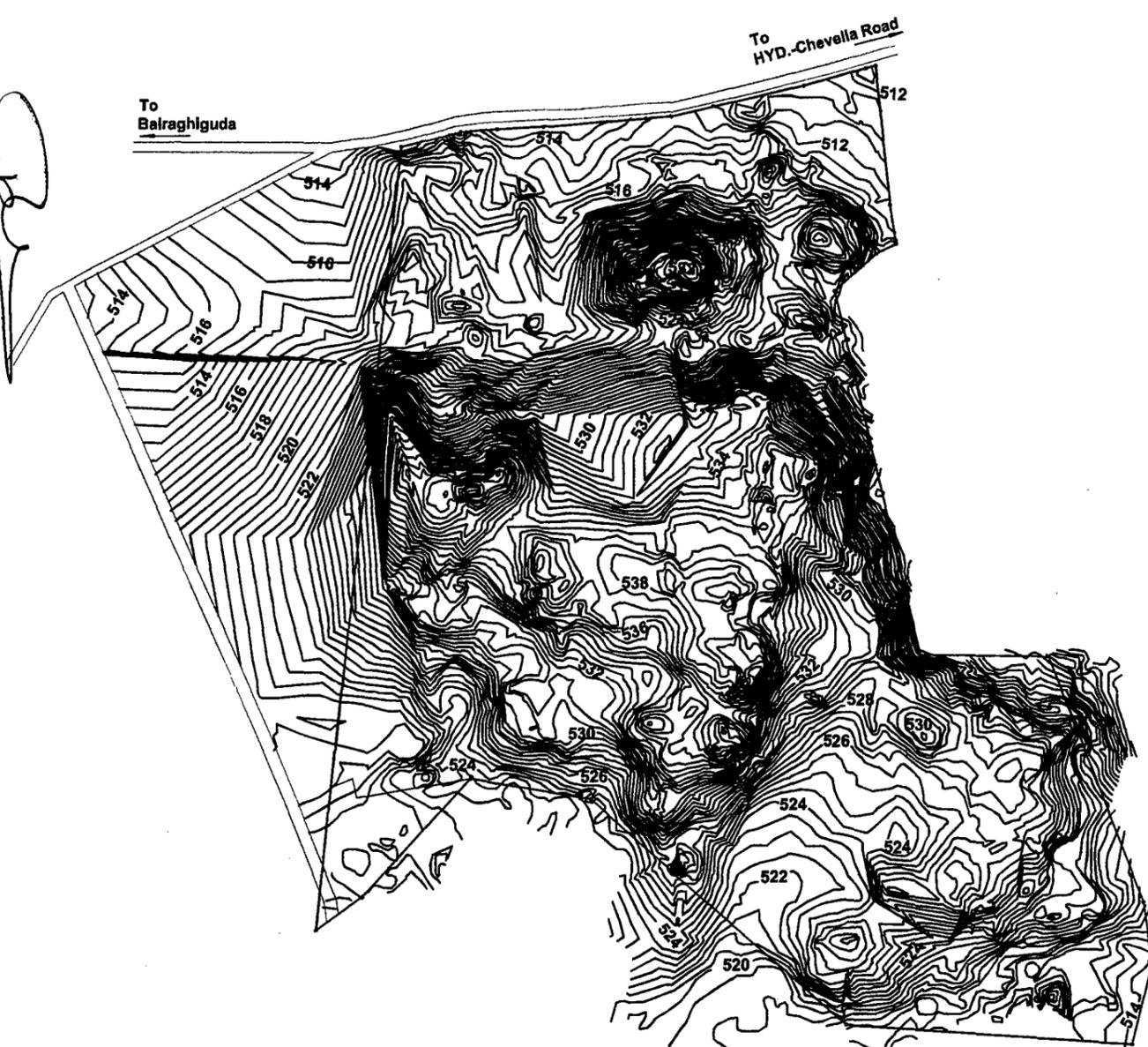



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Topographical Map With Elevation Contours of 0.5m Interval within MSW Site, Gandamguda, Ranga Reddy District, A.P.

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SPECIAL COMMISSIONER

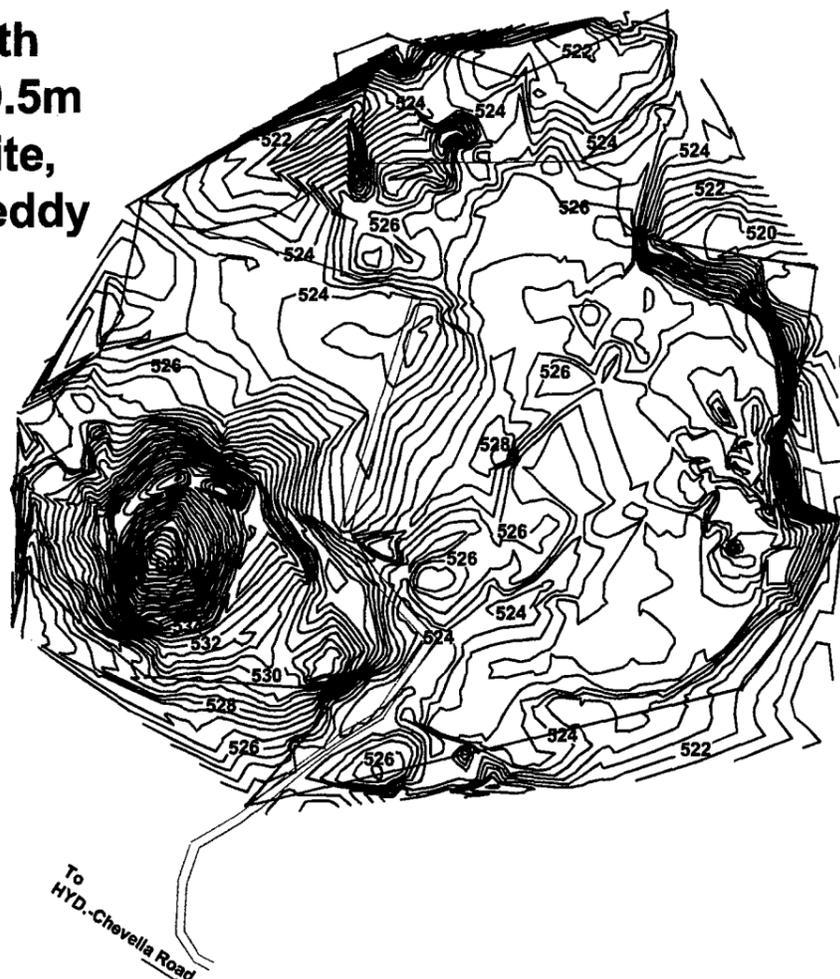


N
0m 50m 100m
Site-A
(Total Area 38.77 Acres)

INDEX

	Site Boundary
	Dump Boundary
	Roads
	Contours
	Boundary Pillers

Topographical Map With Elevation Contours of 0.5m Interval within MSW Site, Gandamguda, Ranga Reddy District, A.P.



N
0m 50m 100m
Site-B
(Total Area 25.26 Acres)
(Dump Area 14.27 Acres)

INDEX

	Site Boundary
	Dump Boundary
	Roads
	Contours
	Boundary Pillers

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Schedule 2**CONSTRUCTION REQUIREMENTS****1. General**

The minimum facilities to be provided in the Landfill Facility which is to be implemented by the Concessionaire as part of the Project have been highlighted in this Schedule.

The concessionaire shall follow all the applicable rules, regulations, acts, guidelines, standards and laws which are applicable for this project. Some important rules, regulations, acts, guidelines, standards, etc. need to be followed are;

- i. All applicable rules, regulations, acts, guidelines, standards and laws of Government of India
- ii. Recommendations of Honorable Supreme Court of India and Honorable High Court of Andhra Pradesh, time to time
- iii. All applicable Indian Standards (IS)
- iv. All applicable standards by the Bureau of Indian Standard (BIS)
- v. All norms of the Indian Road Congress (IRC)
- vi. All norms of the National Building Code (NBC)
- vii. Municipal Solid Wastes (Management and Handling) Rules, 2000
- viii. Environment (Protection) Act, 1986
- ix. Environment (Protection) Rules, 1986
- x. S.O. 1533: EIA Notification, 2006
- xi. Guidelines and recommendation of Central Public Health & Environmental Engineering Organisation, MoUD, GoI
- xii. Electricity Rules, 2005
- xiii. Electricity Act, 2003
- xiv. All applicable norms of the Central Electricity Authority (CEA)
- xv. All applicable rules, regulations, acts, guidelines, standards of Central Pollution Control Board (CPCB)
- xvi. Motor Vehicle Act and Vehicle Emission Control
- xvii. Labour Laws – Minimum Wages, Contract Labour Abolition and Regulation
- xviii. All applicable rules, regulations, acts, guidelines, standards and laws of Government of Andhra Pradesh
- xix. All applicable rules, regulations, acts, guidelines, standards of Andhra Pradesh Pollution Control Board (APPCB)
- xx. Construction standards by Andhra Pradesh Public Works Department and Greater Hyderabad Municipal Corporation and any other GoAP departments
- xxi. Good Industry Practices
- xxii. Directives on MSW Management in the Act for GHMC, Governing the Civic Services

The concessionaire shall adhere to all the applicable and above mentioned rules, regulations, acts, guidelines, standards and laws updated/modified/revised time to time.

2. Storage Facilities

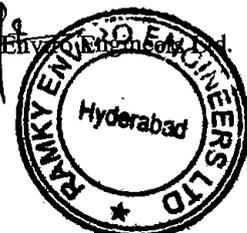
The storage facilities shall be in the form of containers or bins only, no static storage facilities shall be allowed to provide. The storage facilities shall be made of high quality

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HDPE for small containers upto 150 liters capacity and/or MS Steel for above 150 liter capacity.

2.1 HDPE Containers

- (a) If the containers are manually lifted the capacity of the container shall not be more than 20kg.
- (b) If the containers mechanically lifted the capacity of the container shall be to suit the collection and transportation system
- (c) The containers shall have cover
- (d) All the containers shall be coded

2.2 Metal Containers

- (a) The container shall be used for storage of municipal solid wastes. The containers shall be of suitable capacity made of reinforced steel frame and clad with sheets. The lifting hooks would be integrated into the frame and be capable of taking the loads specified.
- (b) The container shall have adequate strength to handle a weight of MSW.
- (c) The containers shall have a top hinged door with locking arrangement with provision for tipping of the wastes.
- (d) The material for the container should be steel conforming to IS 2062.
- (e) Adequate provision for corrosion should be included in the design.
- (f) The container shall be made of MS sheets of above 3.0 mm thickness except bottom plate which shall be 4.0 mm or above.
- (g) The support channels shall be minimum 3 mm thickness.
- (h) Top door hinges, tail gate hinges, top flap support, top, bottom frame supports, angles, channels, tee, anchor pins, locking arrangements of tailgate shall be heavy duty of rugged steel.
- (i) The top of the container shall have a hinged door(s) for closing which can be kept in open position using hooks.
- (j) The tail gate of the container shall have hinges at top to open automatically.
- (k) The hooks for lifting the bin would be integral to the structure of the bin. It shall be provided with the necessary reinforcement to handle the design weight for lifting with adequate factor of safety.
- (l) The whole container should be sand blasted prior to coating/painting. The inside of the containers to be coated with two-coat fibre reinforced plastic resin or equivalent polyurethane resin. The outside shall be painted with 2 coats of anti corrosive paint to ensure long lasting structure suitable for use of handling MSW under corrosive conditions.
- (m) The capacity and design of the container shall be of approved by GHMC.
- (n) All the containers shall be coded

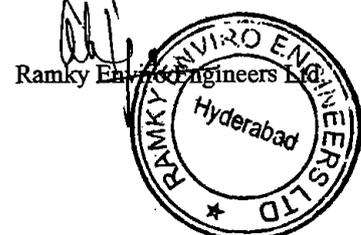
3. Vehicles

The concessionaire shall use tipping autos for collecting the MSW from source. If there are some lanes/by-lanes where the tipping autos access is not possible, a rickshaw having two compartments / atleast 6 bins may be used by the concessionaire.

In specific, all the vehicles should conform to Bharat Stage III / Euro III standards of emission and above - up graded from time to time as per statutory requirements.


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A wireless Communication net work shall be provided by the concessionaire for the supervisors as well as on the vehicles and equipment for drivers with a base station at the control room at workshop.

All vehicles shall be equipped by advanced vehicle tracking system and should be capable of being monitored from the control room, transfer station and integrated facility.

The type of system shall be two way communication wireless or mobile phone

3.1 Auto Tippers

- (a) The auto tipper shall be well maneuverable.
- (b) The auto chassis shall be equipped with tipping hopper which can be tipped using a hydraulic arrangement.
- (c) The auto tipper shall be suitable for moving in narrow lanes.
- (d) The auto tipper shall have factory made with provision for seating driver plus one person.
- (e) The container shall be made of steel conforming to IS 2062 to carry organic and inorganic waste separately.
- (f) The auto tipper shall be painted with superior quality and anti-corrosion paint to ensure handling of MSW under corrosive conditions.

3.2 Other Vehicles – Secondary Collection and Transportation

- (a) The vehicle shall be of a standard make with company built cabin with all standard fittings and control panel. The GVW of the vehicle shall be sufficient enough to transport the MSW.
- (b) The vehicles shall be hydraulically operated and designed for a sufficient payload with a tipping angle of 70 degree.
- (c) Direct engine driven hydraulic pumps with tank mounted so as to ensure constant oil flow. Equipped with easily visible level read-out gauge and replaceable filter cartridge elements. Cylinder, central valve, pump and hoses of reputed Indian or foreign make and proven performance.
- (d) A control panel will be provided and located conveniently. All gauges levers and switches required for operation of the unit shall be grouped in the control panel.
- (e) The vehicles shall be provided with heavy-duty steel radials
- (f) The vehicles shall be painted with superior quality and anti-corrosion paint to ensure handling of MSW under corrosive conditions.

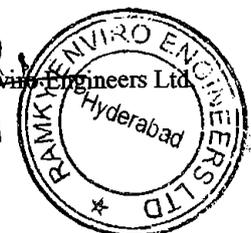
4 Platforms for Placement of Bins

A platform to place bins/containers has to be constructed at every storage/collection point (wherever containers are placed) with the following requirements;

- (a) Each station should be large enough to accommodate containers.
- (b) The platform should have impermeable base constructed with cement concrete or RCC.
- (c) The design and specifications shall be approved by GHMC.
- (d) The platform shall be provided with proper drainage system connected to the nearby sewer where ever possible. The drainage system shall consist of a screen and inspection chamber to avoid entering of MSW into the sewer and choking of connecting pipes and sewers.


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5 Transfer Stations

The transfer stations shall be provided and the existing transfer stations shall be upgraded with the following facilities.

It is required that the Concessionaire prepare engineering drawings that will be presented to GHMC for review and approval. Concessionaire is responsible for providing appropriate engineering drawings (recommended scale 1:100) showing construction details including plan and layout of the transfer station, structural details, cross sectional & structural drawings, roads, utilities, etc.

During all construction activities, the Concessionaire shall be responsible for maintaining quality control over all suppliers, services, site conditions, and workmanship. Require that the Concessionaire prepare a construction and quality control plan that describes the QA/QC measures that will be employed during construction. Require that the Concessionaire should submit the plan to GHMC for approval. QA/QC plan procedures and requirement should include the following:

- i. Continuous inspection and field supervision by qualified personnel provided by the Concessionaire.
- ii. Laboratory testing of construction materials.
- iii. Utilizing experienced Concessionaires and workers having a minimum of 5 years of experience in their profession or trades.
- iv. Conformance to manufacturer's installation QC procedures.

The Concessionaire must construct the facilities in strict accordance with the approved design drawings. They should also be advised that any changes of the approved design would require approval.

The transfer stations shall be a split level transfer station sufficient to handle at least 500 – 1500 tons of waste everyday and large enough for future expansion.

The base and elevated platforms shall be impermeable constructed with minimum 1:4:8 PCC and M35 grade CC.

The transfer stations shall be provided with two weigh bridges (at the entrance and exit) located at the entrance and at the exit of the transfer station. The Weighbridge should be equipped with a computerized system for billing and tracking vehicle movement. The platform scales should have the capability of accurately measuring tare and net weights of range of vehicles. The scales should have a minimum designated level of accuracy (i.e., ± 5 kg). The weighbridge should be permanent structure furnished with appropriate space to maintain and operate the computerized weight recording system, store historical records and have sufficient room for two weighbridge operators. The minimum weighing capacity of the weigh bridge shall be 40 tons

The transfer stations shall be provided with security cabins at entrance and exit sufficient enough to accommodate 2 persons.

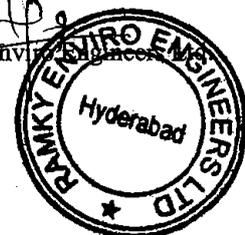
The transfer stations shall be provided with vehicle and container maintenance facilities for repair and maintenance of vehicles and containers.

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The transfer stations shall be provided with green belt not less than 6 m width in case of new transfer station and one row of trees in case of existing transfer stations.

The transfer stations shall be fully covered with dome supported by RCC and steel structures. The transfer station shall have sufficient ventilation.

All the steel structure shall be painted with anti-corrosive paints.

The transfer stations shall be provided with boundary walls with minimum 2m height

The transfer stations shall be provided with sufficient hoppers and if required provide compaction facilities. The transfer stations shall be planned and designed for future expansion.

The transfer stations shall be provided with sufficient vehicle parking facility with the provision of future expansion.

The transfer stations shall be provided with approach and internal roads to allow for two-way traffic and be designed to accommodate vehicles having a minimum 40-ton gross weight.

The transfer stations shall be provided with leachate collection and treatment system

The transfer stations shall be provided with vehicle cleaning and washing facility

The transfer stations shall be provided with rainwater harvesting system

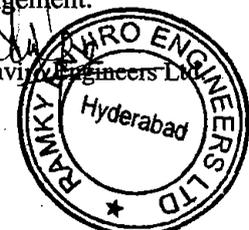
The transfer stations shall be provided with odor control mechanism and management system

The transfer station shall be provided with office building which should be a permanent structure. It should be equipped with an office area for transfer station management and supervisory staff and also include the following:

- i. Office for the facility manager
- ii. Office to accommodate working space and desks for the employees.
- iii. Office to store documents, drawings and records
- iv. Washrooms and shower area.
- v. Bathroom facilities
- vi. Lunch room for employees.
- vii. First aid station.
- viii. Visitor reception area.

The Concessionaire is responsible for design and construction of on-site utilities including the following:

- i. Water: The facility should be equipped with potable drinking water as well as water for fire fighting and dust mitigation.
- ii. Electricity: The facility should be equipped with sufficient electrical capacity to power all electrical equipment located on the site with backup arrangement.



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- iii. **Sanitary Facilities:** The permanent office building should be equipped with a shower area, washrooms, toilets, and a change area to handle all employees.

Adequate lighting system to achieve a minimum lux level of 20 for the working area shall be provided. Street lighting with permanent steel light posts for internal roads and access roads. Movable heavy duty focus lamps depending on the operational requirements

The maintenance of the transfer station should be at par with Good Industry Practice and should have all arrangements to meet emergency situations such as fire hazards as per Applicable Laws

6. **Workshop / Vehicle Maintenance Facility**

Workshop to meet requirements below:

The Workshops should be such that it allows for systematic use of designated parking of vehicles, easy right of way for in and outbound vehicles and separate sections for repair and maintenance of vehicles.

The maintenance of the Workshops should be at par with Good Industry Practice and should have all arrangements to meet emergency situations such as fire hazards as per Applicable Law.

The building and sheds in the Workshops should be painted periodically (at least annually) and periodically (at least repair annually) and maintenance operations should be carried out.

The concessionaire shall submit list of equipments & machineries to be provided in the workshops to maintain the entire fleet of vehicles.

The concessionaire shall establish workshops and vehicle parking facilities at the present disposal sites viz. Fatullaguda, Shamshiguda, Gandhamguda and Jawaharnagar.

7. **Integrated Facility**

The waste processing shall include composting, incineration, pelletisation, energy recovery or any other facility based on the state-of-the-art technology duly approved by the Ministry of Environment and Forests / Central Pollution Control Board.

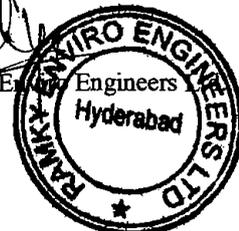
7.1 **Design Drawings**

The Concessionaire should prepare the final design and engineering drawings during the preparation period. At a minimum, require that the Concessionaire provide the following engineering drawings:

- i. **Location and Vicinity Maps:** These should show the site location and vicinity. The vicinity map should include the site boundary and all major roads, structures, industries, commercial and residential areas within a 2 -km radius of the site.
- ii. **Site Boundary Surveys:** These should show the boundary conditions and a legal description of the site.


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- iii. Site Layout with Topographic Contours: These should show locations and dimensions of all proposed site structures including roads, buildings, fencing, amenities, utilities etc. topographic contours with a minimum of 1 m intervals should be depicted.
- iv. Construction Phasing Plan: These should the ultimate use of the site in a planned phasing approach. Interfacing of construction and operation should be noted. At a minimum it should require an overall drawing (recommended scale 1:100) as well as construction phase drawings (recommended scale 1:100) showing the construction phasing details. The construction phasing details should include details on processing facility development, phasing of cells, leachate collection system, landfill gas collection system, roads, and all other components of the integrated facility.
- v. Layout Plans: These should be the layout plan for all the components of integrated facility.
- vi. Structural drawings: These should be the structural drawings for all the components of integrated facility.
- vii. Evacuations and Grading Plans: These should be the excavation and base grading for the landfill & cells and required earth work for construction. At a minimum over all drawing (recommended scale 1:100) as well other drawings (recommended scale 1:100) showing the excavation and grading plans should be required.
- viii. Cell Construction Details: Theses should show cell profiles with liner, leachate collection pipe lateral drainage layer, ditches, access roads and final cover tie-in to the bottom liner at the edge of the fill area (recommended scale 1:100).
- ix. Leachate Management Plan: It is required that the Concessionaires provide a drawing (recommended scale 1:100) that shows that the leachate collection, transport, and treatment system. This plan should include all inverts of the collector pipes, transport pipes, manholes, tanks, etc.
- x. Landfill Gas Management Plan: This plan should show landfill gas migration control and monitoring measure and venting system (recommended scale 1:100).
- xi. Odor Control Management Plan: This plan should show odor control mechanism and management plan (recommended scale 1:100).
- xii. Final Cover Contours: It is required that the Concessionaire provide a drawing (recommended scale 1:100).
- xiii. Construction Details: These should show liner anchorage details, leachate management & treatment system, roadways, other infrastructure, etc. (recommended scale 1:100) when required.
- xiv. Cross Sections: These should show typical sections through the fill area; bottom cells, slide slopes, and final cover elevations. Detailed cross sections showing the construction of solid waste lifts and slopes should be required (recommended scale 1:100).

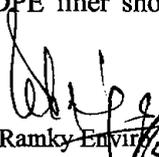
7.2 Bottom Liner

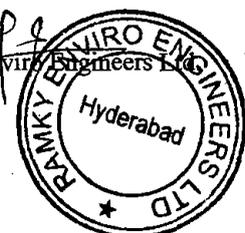
The landfill site bottom composite liner of following specifications shall comply to Municipal Solid Waste (Management and Handling) Rules 2000.

- (a) Drainage layer of 50 cm thick granular soil material of permeability value of 1×10^{-2} cm/sec.
- (b) A minimum 1.5mm thick Grade I smooth HDPE liner as per IS: 10889-1984 Specification for High Density Polyethylene Films. The HDPE liner should meet the requirements as stipulated in CPHEEO Manual.


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- (c) A 900 mm thick clay or compacted soil amended with additives as per IS: 6186-1986 Specification for Bentonite to reach the required permeability coefficient, (to leachate) and measured in field, 1×10^{-7} cm/sec.

7.3 Quality Control

During all construction activities, the Concessionaire shall be responsible for maintaining quality control over all suppliers, services, site conditions, and workmanship. Require that the Concessionaire prepare a construction and quality control plan that describes the QA/QC measures that will be employed during construction. Require that the Concessionaire should submit the plan to GHMC for approval. QA/QC plan procedures and requirement should include the following:

- i. Continuous inspection and field supervision by qualified personnel provided by the Concessionaire.
- ii. Laboratory testing of construction materials.
- iii. Utilizing experienced Concessionaires and workers having a minimum of 5 years of experience in their profession or trades.
- iv. Conformance to manufacturer's installation QC procedures.

Facility Construction: The Concessionaire must construct the facilities in strict accordance with the approved design drawings. They should also be advised that any changes of the approved design would require approval.

7.4 Construction Phasing Plan

For each phase, It is required that the Concessionaire prepare engineering drawings that will be presented to GHMC for review and approval.

The construction-phasing plan should demonstrate that the site has sufficient disposal capacity. The phasing plan should show how interfacing of the landfill construction and operation would take place.

Concessionaire is responsible for providing appropriate engineering drawings (recommended scale 1:100) showing cell construction details including profile of the cell leachate collection pipes, lateral drawings layers, perimeter roads, and access roads and other important details.

7.5 Final Cover

The final cover system shall be based on the recommendations of MoEF and CPHHEO Manual. The final cover shall consists of the following components,

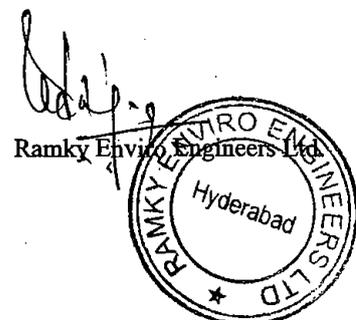
- i. Vegetative layer of 450mm thick with good vegetation supporting soil
- ii. Drainage layer of 150mm thick granular material with permeability 1×10^{-2} cm/sec
- iii. Barrier Soil Layer of 600mm thick compacted clay or soil amended with additives as per IS: 6186-1986 to achieve a permeability value not greater than 1×10^{-7} cm/sec
- iv. Gas venting layer of 200mm thick granular material with permeability 1×10^{-2} cm/sec

7.6 Leachate Management

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The engineered integrated facility design should include a leachate management system consisting of a leachate collection from processing facility, drainage and leachate conveyance layer on top of the bottom and side slope liners, sumps and/or tanks, and a system to treat the collected leachate.

It is required that the leachate collection system in landfill should be placed directly above the liner. Leachate head should not exceed 20 cm at any point on the lining system with the exception of collection wells. The lateral leachate drainage layer should be designed with a minimum slope of 2 percent.

The leachate collection system should be designed for the maximum estimated loading of solid waste material and equipment during landfill construction. The Concessionaire should use high density polyethylene (HDPE) SDR 11 or better piping, or a geosynthetic equivalent for leachate collection. Sufficient gravel, sand, and / or soil should be placed on the leachate collection system so that the integrity of the leachate collection system is maintained at all times during construction and operation of the engineered landfill.

The collected leachate should be routed to an individual manhole, lined leachate pond or lagoon or a central storage tank. The leachate pond or lagoon or a central storage tank shall be lined with 1.5mm thick HDPE membrane and permeability not greater than 1×10^{-7} cm/sec.

The Concessionaire should be responsible for meeting all permitting requirements for leachate treatment. The Concessionaire shall provide a leachate treatment plant of appropriate capacity with suitable technology to ensure treatment of leachate to Inland Surface Water Standards as per IS: 2490: Part I 1981 Tolerance Limits for Industrial Effluents and standards set out by APPCB. If allowed by regulatory authorities, the leachate could be concentrated in an evaporation pond or re-circulated into the landfill.

7.7 Office Building

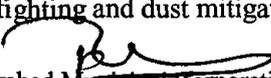
The office building should be a permanent structure. It should be equipped with an office area for facility management and supervisory staff and also include the following:

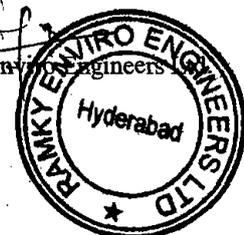
- i. Office for the facility manager
- ii. Office to accommodate working space and desks for the employees.
- iii. Office to store documents, landfill drawings and records
- iv. Washrooms and shower area.
- v. Bathroom facilities
- vi. Lunch room for employees.
- vii. First aid station.
- viii. Visitor reception area.

7.8 On-Site Utilities

The Concessionaire is responsible for design and construction of on-site utilities including the following:

- (a) Water: The facility should be equipped with potable drinking water as well as water for fire fighting and dust mitigation.

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- (b) Electricity: The facility should be equipped with sufficient electrical capacity to power all electrical equipment located on the site with backup arrangement.
- (c) Sanitary Facilities: The permanent office building should be equipped with a shower area, washrooms, toilets, and a change area to handle all employees.

7.9 On-Site Access Road

It is also required that the engineered landfill design include an appropriate access road from the site entrance to the landfill working face. This access road should be designed to accommodate vehicles having a minimum 40 ton gross weight. The access road should be at a minimum of 15m wide to handle two-way transfer trailer traffic from the scale house to the face of the landfill. The access road should be designed and constructed to include ditching and drainage.

7.10 Weighbridge Facility

It is also required that the integrated facility design include three weighbridges located at the entrance to the facility, at the exit of the facility and at the entrance of the landfill site. The Weighbridge should be equipped with a minimum of two platform weighbridge and a computerized system for billing and tracking vehicle movement. The platform scales should have the capability of accurately measuring tare and net weights of range of vehicles. The scales should have a minimum designated level of accuracy (i.e., $\pm 5\text{kg}$). The weighbridge should be permanent structure furnished with appropriate space to maintain and operate the computerized weight recording system, store historical records and have sufficient room for two weighbridge operators. The minimum weighing capacity of the weigh bridge shall be 40 tons.

7.11 Separation Barrier

It is required that the landfill design include provisions for a minimum 2 m separation between the maximum groundwater elevation and bottom of the landfill liner. The design should include a separation barrier to ensure that water does not penetrate or destroy the integrity of the bottom and side slopes liners. Design documentation should include details on the materials, permeability, strength, thickness, and physical characteristics of the separation barrier.

7.12 Side Slope Liner

As a minimum service specification, it is require that the side slopes shall have a liner hydraulic barrier performance equal to that of the bottom liner. The Concessionaire is responsible for the design of any side slope lining system required within the landfill design.

7.13 Site Access Road

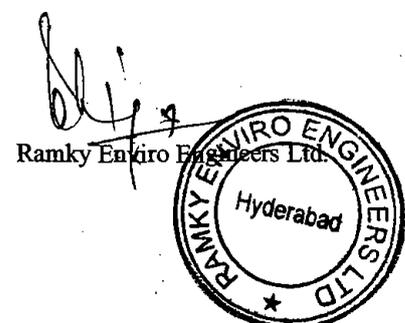
Through the service specification, it should require that the access road design allow for two-way traffic to and from the facilities and be designed to accommodate vehicles having a minimum 40-ton gross weight.



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7.14 Site Fencing

The integrated facility shall be fully secured by boundary wall and wire mesh fencing having a height of at least 2.4m above plinth area with top 0.6 m being barbed wire fencing with mild steel angles.

7.15 Storm Water Drainage System

The concessionaire shall design and implement a storm water drainage system within the integrated facility in such a manner as to ensure that;

- i. It is independent from the leachate system
- ii. The run-off from hinterland does not enter into the processing plant and landfill
- iii. The run-off from active landfill area shall not be mixed with other run-off
- iv. There should not be any stagnation of rain water within the integrated facility

The concessionaire shall design and implement the rainwater harvesting within the integrated facility

7.16 Lighting

The concessionaire shall provide

- i. Adequate lighting system to achieve the lux levels, specified in the Indian Standard Codes (latest versions) of SP – 30 and IS 6665 – 1972 for the different working areas;
- ii. Achieve a minimum lux level of 20 for the working area
- iii. Street lighting with permanent steel light posts for internal roads and access roads
- iv. Movable heavy duty focus lamps depending on the operational requirements

7.17 Green Belt

The concessionaire shall provide a vegetative cover in a strip of minimum width 6 m all along the integrated facility site boundary. The species of the trees for providing vegetative cover shall be approved by the Independent Engineer. The green cover requirements within the integrated facility shall be as per the applicable norms and regulations.

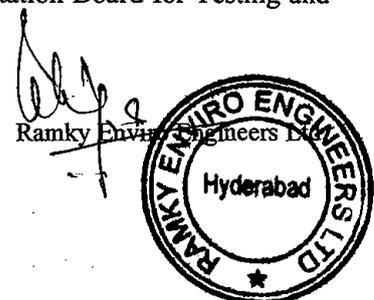
7.18 Quality Control Laboratory

The concessionaire shall establish a quality control laboratory to carryout the following activities;

- i. Physical and chemical characterization of MSW as per MoEF and CPHEEO recommendations
- ii. Regular monitoring during implementation, construction, operation and post closure phases as set out in operation and maintenance requirements

The laboratory shall meet the standards of National Accreditation Board for Testing and Calibration Laboratories (NABL) and MoEF.


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The laboratory shall be accredited by NABL and MoEF within two years of its establishment.

8. Procedure

8.1 Before Commencement of Implementation / Construction

Prior to commencement of any construction activity, the Concessionaire shall finalise an implementation plan for the Project ("Implementation Plan") in consultation with the Independent Engineer. The Implementation Plan shall, inter alia, include:

A detailed schedule of implementation for putting up and operationalising the project, which shall specify at least four major milestones

The Critical Path Method (CPM)/Programme Evaluation and Review Technique (PERT) charts or similar activity planning technique/ method for monitoring. This would cover all stages/ aspects of implementation of the project including design and engineering, procurement of materials and equipment, installation, construction and testing;

Manpower deployment plan, including the designation of key personnel for the management and supervision of all Project-related activities. (This would include the designation of suitably qualified personnel for areas such as contract administration and supervision, construction management, safety, environmental management, plant and equipment maintenance, procurement, materials management and quality control);

A broad method statement for key items (including earth works, concrete works, structural concrete work, and road works) setting out the methodology of construction, materials and construction equipment mobilisation/ utilisation plans;

Details of the quality assurance and quality control procedures; and

Format of the Monthly Project Progress Report giving details of the physical progress in implementation of the project and operations and maintenance activities undertaken ("Monthly Project Progress Report").

Prior to commencement of any implementation / construction, the Concessionaire shall also finalise in consultation with the Independent Engineer:

- i. An operations and maintenance plan for the Landfill Facility during the Implementation Period (O&M Plan – Implementation Period) and which shall, inter alia, include an Environmental Management Plan,
- ii. Quality Assurance Plan

The Concessionaire shall, in consultation with the Independent Engineer workout an appropriate schedule for submission of all the documents set out to the Independent Engineer for review.

Prior to commencement of implementation of the project, the Concessionaire shall have:

- i. Obtained all such Applicable Permits as are necessary to commence implementation of the project

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- ii. Finalised such Drawings as are necessary and the Implementation Schedule in consultation with the Independent Engineer;
- iii. Mobilised the requisite resources, personnel and organisation necessary for the same and designated and appointed suitable officers/ representatives as it may deem appropriate with responsibility to supervise implementation of the Project and for exchange of information with the Independent Engineer and GHMC;
- iv. Finalised in consultation with the Independent Engineer a method statement setting out details of the actual methods that would be adopted by the Concessionaire for the implementation of the project including details of equipment and machinery that would be used, their locations, and arrangements for conveying and handling materials;
- v. Finalised in consultation with the Independent Engineer quality assurance and quality control procedures to cover all aspects of the project so as to ensure the desired level of performance. This would include establishment of a well-equipped functional laboratory at the integrated facility.

The Concessionaire shall immediately upon commencement of implementation and Construction Works notify GHMC of the same

8.2 During Implementation / Construction

The Concessionaire shall:

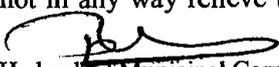
- i. Ensure that the implementation / construction of the project is undertaken with no inconvenience to the traffic.
- ii. Take precautions to avoid inconvenience to, damage to, destruction of or disturbance to any third party rights and properties
- iii. Ensure adequate safety of the personnel deployed which would include measures such as the provision and maintenance of barricades, and illumination during night in consultation with the Independent Engineer
- iv. Adhere to the Implementation Plan and O&M Plan-Implementation Period
- v. Deploy adequate number of qualified and competent personnel having relevant experience and skills for implementation of the Project and interaction with the Independent Engineer / GHMC.

8.3 Positions and Levels

The Concessionaire shall be responsible for:

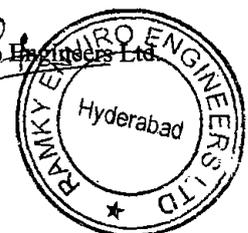
- i. The accurate setting-out survey control points, lines and levels of reference;
- ii. The correctness of the positions, levels, dimensions and alignment of all components of the project
- iii. The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities
- iv. If, at any time during execution of the works, any error is noticed in the position, levels, dimensions or alignment of any component of the project, the Concessionaire, on being asked to do so by the Independent Engineer, shall at his own cost, rectify such errors to the satisfaction of the Independent Engineer

The checking of any setting-out or of any line or level by the Independent Engineer shall not in any way relieve the Concessionaire of his responsibility for the accuracy thereof

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and the Concessionaire shall carefully protect and preserve all benchmarks, sight rails, pegs and other materials used in setting-out the works.

8.4 Tests

Various tests ("Tests") would be undertaken for the Project as per the standards prescribed under applicable rules, regulations, acts, guidelines, standards and laws. Where no testing methods are specified by the said standards, details of the Tests to be carried out and specifications to be achieved for the respective works or part thereof shall be agreed upon with the Independent Engineer prior to implementation/construction.

Where material properties vary from or comply only marginally with the specifications contained in the Construction Requirements, the Independent Engineer shall increase the frequency of Testing as appropriate at the cost of the Concessionaire.

The Tests would be carried out at a location (place of manufacture, fabrication or preparation, at site or any specialised testing laboratory) that the Independent Engineer may reasonably require, at the cost and expense of the Concessionaire.

The Concessionaire shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply samples of materials, as required by the Independent Engineer to undertake Tests.

No part of the Construction Works shall be covered up or put out of view before the same has been examined by the Independent Engineer.

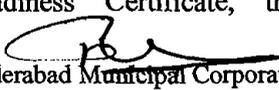
The Independent Engineer may from time to time require:

- i. Removal from the location/site, within such time as may be specified in its instructions, any material, equipment, machinery, vehicle or plant which, in its opinion, do not meet the standards specified in the Construction Requirements
- ii. Substitution/ replacement of such improper material, equipment, machinery or plant
- iii. Re-execution, of any or part of the implementation/construction works which in the opinion of the Independent Engineer do not meet the standards set out in the Construction Requirements;
- iv. The Concessionaire to required investigations and surveys for the Project.

The Concessionaire shall mobilise adequate numbers of equipment, plants and machinery to ensure adherence to the Implementation Plan

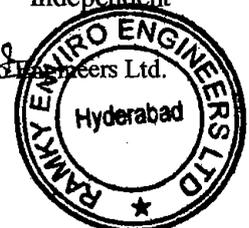
The Concessionaire shall arrange for all the material requirements for the Project and disposal of all material wastes. The Applicable Permits in this regard would have to be obtained by the Concessionaire. All excavation operations shall be carried out by the Concessionaire with minimum degradation of the environment. All excessive and unsuitable excavated materials shall be stacked at appropriate dumping places or otherwise disposed of by the Concessionaire in consultation with the Independent Engineer

Prior to making the request for the issue of Readiness Certificate or Provisional Readiness Certificate, the Concessionaire shall submit to the Independent

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Engineer/GHMC the following, duly finalised in consultation with the Independent Engineer:

- i. The Operations and Maintenance Manual for the Project ("O&M Manual") setting out in detail the standards, schedules, procedures, type, periodicity and other details of the operation and maintenance activities to be carried out for the Project during the Active Operations Period so as to meet the O&M Requirements as well as details of the management information system to be incorporated, reports to be submitted and procedure for reviews, and
- ii. The Operations & Maintenance Plan ("O&M Plan") for the first five years of operations.

8.6 After Completion of Implementation / Construction

Upon completion of implementation / construction but prior to issue of the Readiness Certificate, the sites shall be cleared of all construction equipment, surplus materials, debris and temporary installations and shall be left in tidy and clean manner and to the satisfaction of the Independent Engineer.

8.7 Reporting Requirements and Documents to be Provided

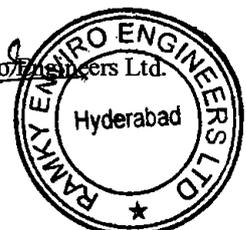
During the period of construction of the Project ("Implementation Period"), the Concessionaire shall submit to the Independent Engineer/ GHMC, Monthly Project Progress Reports (for each calendar month or part thereof) within 5 working days of the last day of the month. The report shall review the progress made, identify slippages, if any, and project the future activities to be undertaken (including rectifications), operations and maintenance activities undertaken and would, inter alia, include the following:

- i. Listing of working drawings/designs submitted
- ii. Comments of Independent Engineer, if any on the working drawings/designs submitted
- iii. Concessionaire's response to the comments on the Drawings/designs
- iv. Listing of the "As Built" drawings submitted
- v. Progress of pre-construction activities - mobilization of plant, machinery, equipment, personnel, site office, utility relocation etc.
- vi. Concessionaire's compliance inspection report, if any required
- vii. Constraints in construction
- viii. Progress data with "S" curves
- ix. Project data with contract detail and sectional completion details
- x. Tests carried out, if any, and results thereof
- xi. Remedial measures taken by the Concessionaire following such tests, where required
- xii. Review of milestones and reasons for delay, if any
- xiii. Suspension of implementation/construction, if any, its reasons, duration and the steps undertaken to resume implementation/construction
- xiv. All actual or potential deviations from the Implementation Plan
- xv. Disagreements/ Disputes, if any, and proposed measures to be taken
- xvi. Maintenance activities carried out by the Concessionaire
- xvii. Monthly monitoring report (please refer O&M Requirements)
- xviii. Injury to any personnel, its severity, cause and remedial measure(s) taken to avoid recurrence

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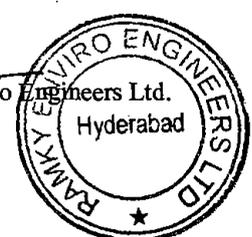
- xix. Brief report of any accident / incident, injury/fatality, property damage, cause of accident and actions taken to avoid recurrence
- xx. Notes of meetings between the Concessionaire, the Independent Engineer and GHMC highlighting critical decisions taken or agreements reached.

Within 90 days of issue of Readiness Certificate or the Provisional Readiness Certificate, as the case may be, the Concessionaire shall submit to GHMC the following documents, free of cost:

- i. Three hardcopies and two copies in electronic form (two Compact Discs) of the "as-built" Drawings of the implementation / construction works which have been completed as on COD (both COD – C&T and COD – T&D), duly verified by the Independent Engineer, including, but without limitation, an "as-built" survey illustrating all the details of the Project as actually designed, engineered, implemented and constructed. Such "as-built" Drawings shall be detailed, accurately scaled and sequentially numbered, covering all relevant engineering features, which in relation to structures shall also include cross sections in each drawing;
- ii. Copies of all studies, surveys, investigations and test carried out
- iii. Three hardcopies and two copies in electronic form (two Compact Discs) of the Operations and Maintenance Manual.



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Schedule 3**OPERATION AND MAINTENANCE REQUIREMENTS****1. General**

The Concessionaire shall comply with the O&M Requirements set out in this Schedule. In doing so, the Concessionaire shall ensure that the project is operated and maintained to the standards and specifications as set out in the Construction Requirements and also meet the other requirements, if any, set out in the Agreement.

In the design, planning and implementation of all works and functions associated with the operation and maintenance of the project, the Concessionaire shall take all such actions and do all such things (including without limitation, organising itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will :

- iv. Ensure the safety of personnel deployed on and users of the project or part thereof;
- v. Keep the equipment and machinery employed for the project from undue deterioration and wear
- vi. Permit unimpaired performance of statutory duties and functions of any party in relation to the Project;

During the Concession Period, the Concessionaire shall, in respect of the project, ensure that:

- i. Applicable and adequate safety measures are taken
- ii. Adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the project components, due to any of its actions, is minimised
- iii. Any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimised;
- iv. Disturbance or damage or destruction to property of third party by operations of the project or project components is controlled/minimised
- v. Data relating to the operation and maintenance of the project is collected
- vi. All materials used in the operation, maintenance of any of the project component shall meet the Construction Requirements;
- vii. The personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O&M Requirements.

2. Operations and Maintenance Manual and O&M Plans

The Concessionaire shall finalise the O&M Plan and the O&M Manual for the project in the manner as set out below:

- (a) Prior to making application for the Readiness Certificate for the Project the Concessionaire shall finalise in consultation with the Independent Engineer:


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- i. The O&M Manual (including the formats for the reports to be submitted during the Operations Period and the Post Closure Period)
 - ii. The O&M Plan for the first five years of operations.
- (b) Six weeks prior to the anniversary of COD (both COD – C&T and COD – T&D) each year, the Concessionaire shall submit to the Independent Engineer and GHMC an annual O&M Plan for the next year of operations.

3. Compliance Criteria as per MSW Rules 2000

3.1 Collection of Municipal Solid Wastes

Organising door to door collection of municipal solid wastes through organized door to door collection system by collecting daily on pre-informed timings and scheduling by using bell ringing of musical vehicle (without exceeding permissible noise levels).

Devising organized collection of waste from slums and squatter areas, direct collection of MSW from bulk generators including markets, hotels, restaurants, cinema theaters, malls, multiplexes, function halls, office complexes, commercial areas and other sources as indicated by GHMC time to time.

Wastes from slaughter houses, meat and fish markets, fruits and vegetable markets, which are biodegradable in nature, shall be managed to make use of such wastes.

Bio-medical wastes and industrial wastes shall not be mixed with municipal solid wastes and such wastes shall follow the rules separately specified for the purpose. If the bio-medical and industrial waste is observed same shall be reported to GHMC immediately.

Collected waste from residential and other areas shall be transferred to storage bins by suitable vehicles.

Horticultural and construction or demolition wastes or debris shall be separately collected and disposed off following proper norms. Similarly, wastes generated at dairies shall be regulated in accordance with the applicable regulations.

At any stage the MSW shall not be burnt.

Stray animals shall not be allowed to move around waste storage facilities or at any other place in the city and shall be managed accordingly.

The concessionaire shall notify waste collection schedule and the likely method to be adopted for the public benefit.

The concessionaire shall achieve the binless system over a period of time as finalized in the implementation plan.

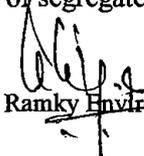
3.2 Segregation of municipal solid wastes

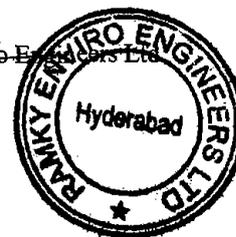
In order to encourage the citizens, concessionaire shall organize awareness programmes for segregation of wastes and shall promote recycling or reuse of segregated materials.


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The awareness programs shall be conducted periodically once in a month for the first two years from COD-C&T and once in every quarter for rest of the concession period. Every six month schedule shall be prepared and submitted for GHMC approval at least 2 months before the program start date.

The concessionaire shall undertake phase programme to ensure community participation in waste segregation. For this purpose, regular meetings at quarterly intervals shall be arranged by the concessionaire with representatives of local resident welfare associations and non-governmental organizations.

3.3 Storage of municipal solid wastes

Concessionaire shall establish and maintain MSW storage facilities/containers/bins in such a manner as they do not create unhygienic and in-sanitary conditions around it. Following criteria shall be taken into account while establishing and maintaining storage facilities,

- i. Storage facilities/containers/bins shall be created and established by taking into account quantities of waste generation in a given area and the population densities. A storage facility shall be so placed that it is accessible to users;
- ii. Storage facilities/containers/bins to be set up by concessionaire shall be so designed that wastes stored are not exposed to open atmosphere and shall be aesthetically acceptable and user-friendly.
- iii. Storage facilities/containers/bins shall have 'easy to operate' design for handling, transfer and transportation of waste. Separate bins for storage of bio-degradable and non bio-degradable wastes shall be provided separately. The colour code for the storage facilities/containers/bins shall be followed as per the GHMC's directions;
- iv. Manual handling of waste shall be prohibited.
- v. Multiple handling of waste shall be prohibited.
- vi. At no stage of the system the MSW shall touch the ground.

3.4 Transportation of municipal solid wastes

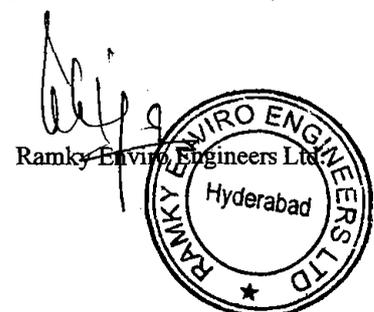
Vehicles used for transportation of waste shall be covered. Waste should not be visible to public, nor exposed to open environment preventing their scattering. The following criteria shall be met:

- i. The storage facilities shall be daily attended for clearing of wastes. The bins or containers wherever placed shall be cleaned before they start overflowing;
- ii. Transportation vehicles shall be so designed that multiple handling of wastes, prior to final disposal, is avoided.
- iii. The transportation system shall be designed in synchronization with the collection system.

3.5 Processing of municipal solid waste

Concessionaire shall adopt suitable technology or municipal solid technologies to make use of wastes so as to minimize burden on landfill. Following criteria shall be adopted, namely:-


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- i. The bio degradable wastes shall be processed by composting, vermin composting, anaerobic digestion or any other appropriate biological processing for stabilization of wastes. It shall be ensured that compost or any other end product shall comply with standards as specified in Schedule-IV of MSW Rules 2000;
- ii. Mixed waste containing recoverable resources shall follow the route of recycling. Incineration with or without energy recovery can also be used for processing MSW. Concessionaire wishing to use other state-of-the-art technologies shall approach the Central Pollution Control Board to get the standards laid down before applying for grant of authorization.

3.6 Disposal of municipal solid wastes

Land filling shall be restricted to non-biodegradable inert waste and other waste that are not suitable either for recycling or for processing. Land filling shall also be carried out for residues of waste processing facilities as well as pre-processing rejects from waste processing facilities. Land filling of mixed waste shall be avoided unless the same is found unsuitable for waste processing. Till installation of integrated facility, land-filling shall be done following proper norms. Landfill sites shall meet the specifications as given in schedule- III of MSW Rules 2000.

4. Containers – HDPE or Metal

The containers shall be maintained clean and hygienic.

The containers shall be inspected at least once in a week. On each container date of installation, date of last inspection and next due date for the inspection shall be clearly written.

No leakage of leachate and overflow of MSW from the containers are allowed. Containers without lid/cover shall not be allowed.

Any repair of containers shall be attended immediately.

If the container found unfit for the use shall be replaced immediately.

All the bins reaching transfer station or integrated facility shall be recorded using the bin coding along with the details time & date of entry, vehicle carrying the bins, area, etc.

5. Vehicles

Vehicle garages/workshops shall be maintained at the locations as agreed by GHMC for repair and maintenance of all the vehicles (except operated at integrated facility). The vehicle garage/workshops shall have facilities to attend following but not limited to;

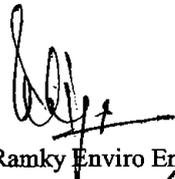
Regular repair and maintenance works like;

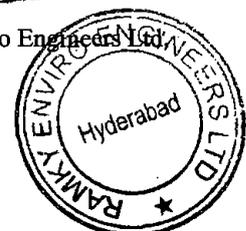
- i. Washing, greasing, servicing as per schedule
- ii. Water topping in the radiator
- iii. Engine oil level check and change of engine oil
- iv. Air pressure in tyres
- v. Checking oil level of the hydraulic system


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- vi. Check leakage of oil and change oil seal if required
- vii. Check hydraulic operation, check pressure
- viii. Auto electric works,
- ix. Battery checking, charging, etc.
- x. Regular repair and maintenance of vehicles

The garage/workshop shall support preventive maintenance of vehicles. The working of the preventive maintenance should be devised on the recommendations of the vehicle manufacturers (daily, fortnightly and after every 2000 km).

A schedule shall be prepared for daily checking, monthly checking and periodic checking and repairs, replacements as specified by the manufacturers of the vehicles.

Each vehicle & equipment should have its own history of document, providing details of purchase, specifications, deployment and use, maintenance work done, all costs, etc.

Sufficient number of recovery vehicles for attending break downs shall be provided.

Stock of all spare parts, tyres, oil, auto electric items, hosepipes of hydraulic systems, etc.

Battery chargers, tyre inflators, vulcanising facilities.

Welding units, both electrical and gas welding.

Air compressor & water servicing facilities.

The vehicles shall be kept clean and regularly painted at least twice in a year with anti corrosive paint.

Sufficient trained staff shall be deployed to attend the repair and maintenance of vehicles.

All the vehicles shall have fitness certificate from Road Transport Authority, Government of Andhra Pradesh or any other agency approved by Government of Andhra Pradesh.

6. Transfer Station

6.1 Reception

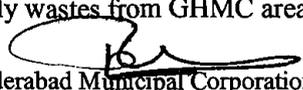
During the reception procedures the concessionaire shall ensure, that only waste, which can be, accepted at the transfer station is admitted and that the waste is controlled and registered before admittance.

6.2 Acceptable Waste

The transfer station can receive only municipal solid waste as defined in MSW Rules 2000 and Andhra Pradesh Pollution Control Board, excluding hazardous waste, bio-medical waste and treated hazardous & bio-medical waste.

6.3 Permission for disposal

Only wastes from GHMC area and GHMC approved sources/areas shall be accepted.

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6.4 Reception of Waste in Small Vehicles or Private Vehicles

Citizens of GHMC can deliver waste for disposal at the transfer station by their own transport without prior agreement. The concessionaire can at his choice establish an area in close connection with the reception area, where private citizens can unload their waste into e.g., open containers, thereby avoiding traffic of private vehicles in the transfer station.

6.5 Control of incoming waste

All waste delivered at the transfer station shall be controlled by the Concessionaire. The control comprises:

- i. Registration details of the waste transportation truck and the origin of waste.
- ii. Weighing and registration of the waste.
- iii. Control of delivery documents (i.e. weightment slips).
- iv. Direct visual control of the waste for type and composition for compliance of waste type with documentation.

All information is recorded in the electronic data system, stored and secured.

6.6 Registration

Records of all data concerning reception and transport of waste to the transfer station are registered in the software data system connected to the weighbridge. The operator of the weighbridge and registration system is responsible for the input to the data system of all relevant data for each incoming truck and for each shipment of waste. Input data will consist of:

Date and time of arrival of the vehicle.

Data regarding the waste supplier:

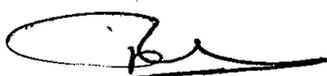
- i. Source – by the concessionaire / GHMC / citizen / other
- ii. Address
- iii. Telephone number
- iv. Responsible person/officers name.
- v. Registration number/code of the truck.

The waste producer and the origin of the waste as stated in the waste declaration

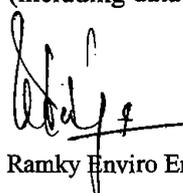
If the waste is delivered in trucks that have no registration card/details vehicle shall not be allowed into the transfer station.

6.7 Weighing and registration of the waste

All incoming and outgoing vehicles carrying waste shall pass over the weighbridge and be weighed and registered. Data from the weighing procedure (including data for rejected waste) shall be recorded in the integrated data system.


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Persons specifically trained in its use shall operate the systems. A special instruction manual for operating the data recording system will be prepared for the staff by the supplier of the weighing system / concessionaire.

The manufacturer's operation manuals for the individual units shall be adhered to strictly. Each weighing procedure shall as a minimum comprise:

- i. Truck registration number. Owner of the truck
- ii. Waste origin/producer.
- iii. Waste type
- iv. Weight of the waste.
- v. Acceptance/non-acceptance of the waste at the landfill

Data from each weighing procedure shall be recorded in a database. At the end of each day a back-up copy of the weighing of the day shall be produced on compact disc (CD). The back-up files shall be stored in a building other than the traffic Control Building containing the data recording system.

Not later than by the end of each day the weighbridge records of the day are printed and inserted in the "Transfer Station Report Book" kept by the Manager of the facility.

6.8 Installation of Close circuit Camera

The concessionaire shall install a close circuit camera at each weighbridge to record the vehicles being weighed. The camera shall record clearly the registration details of the vehicle and face of the vehicle driver along with time. At the end of each day a back-up copy of the close circuit camera recording of the day shall be produced on compact disc (CD) or any other electronic data storage device.

6.9 Vehicles Departing the Facility

All vehicles departing the transfer station shall be weighed, inspected and if necessary cleaned in the truck wheel wash facility located at the transfer station.

All the vehicles leaving the transfer station shall be weighed and the procedure for weighing and monitoring and data record shall be same as waste reception.

6.10 Maintenance of Structures

The CC, RCC, Masonry, Steel and other structures within the transfer station shall be reported to the Independent Engineer and repaired or maintained.

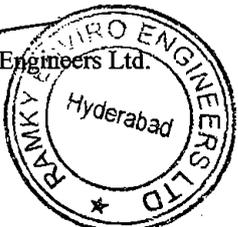
- i. The CC, RCC, Masonry and other structures shall be checked for cracks and other deformations and shall be attended immediately
- ii. Periodic maintenance including plastering, cementing, painting, etc. shall be done for CC, RCC, Masonry and other structures periodically (atleast once in every year)
- iii. Periodic maintenance including welding, riveting, painting, etc. shall be done for steel structures periodically (atleast once in every year)



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6.11 Maintenance of Utilities and Services

The utilities and services like water supply, wastewater collection & treatment, leachate management system, lighting, green belt, etc. within the transfer station shall be attended immediately for any repaired or maintained. The same shall be brought into the notice of the Independent Engineer.

6.12 Maintain Hygienic and Aesthetic Conditions

The transfer stations shall be maintained hygienic and aesthetic conditions by taking proper measures as suggested by Independent Engineer. This shall be the part of O&M Plan / O&M Manual.

7. Integrated Facility

All incoming vehicles carrying waste shall pass through the main gate and on to the weighbridge for registration of the weight. All data on received waste shall be recorded in the data system integrated with the weighbridge. This data will indicate the type and composition of the incoming waste, quantity (in tons), the origin of the waste (i.e. the transfer station or area) and the waste declaration (permission for disposal of the waste in the integrated facility).

7.1 Reception

During the reception procedures the concessionaire shall ensure, that only waste, which can be, accepted by the integrated facility is admitted and that the waste is controlled and registered before admittance.

7.2 Acceptable waste

The integrated facility can receive only municipal solid waste as defined in MSW Rules 2000 and Andhra Pradesh Pollution Control Board, excluding hazardous waste, bio-medical waste and treated hazardous & bio-medical waste.

7.3 Permission for disposal

Only wastes from GHMC area and GHMC approved sources/areas shall be accepted.

7.4 Reception of Waste in Small Vehicles or Private Vehicles

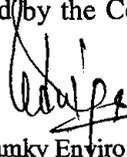
Citizens of GHMC can deliver waste for disposal at the integrated facility by their own transport without prior agreement. The concessionaire can at his choice establish an area in close connection with the reception area, where private citizens can unload their waste into e.g., open containers, thereby avoiding traffic of private vehicles in the integrated facility.

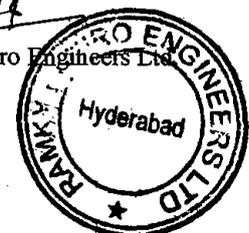
7.5 Control of incoming waste

All waste delivered to the integrated facility shall be controlled by the Concessionaire. The control comprises:


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- i. Registration details of the waste transportation truck and the origin of waste.
- ii. Weighing and registration of the waste.
- iii. Control of delivery documents (i.e. weighment slips).
- iv. Direct visual control of the waste for type and composition for compliance of waste type with documentation.

All information is recorded in the electronic data system, stored and secured.

7.6 Registration

Records of all data concerning reception and transport of waste to the integrated facility are registered in the software data system connected to the weighbridge. The operator of the weighbridge and registration system is responsible for the input to the data system of all relevant data for each incoming truck and for each shipment of waste. Input data will consist of:

Date and time of arrival of the vehicle.

Data regarding the waste supplier:

- v. Source – by the concessionaire / GHMC / citizen / other
- vi. Address
- vii. Telephone number
- viii. Responsible person/officers name.
- ix. Registration number/code of the truck.

The waste producer and the origin of the waste as stated in the waste declaration

If the waste is delivered in trucks that have no registration card/details vehicle shall not be allowed into the integrated facility.

7.7 Weighing and registration of the waste

All incoming and outgoing trucks carrying waste shall pass over the weighbridge and be weighed and registered. Data from the weighing procedure (including data for rejected waste) shall be recorded in the integrated data system.

Persons specifically trained in its use shall operate the systems. A special instruction manual for operating the data recording system will be prepared for the staff by the supplier of the weighing system / concessionaire.

The manufacturer's operation manuals for the individual units shall be adhered to strictly. Each weighing procedure shall as a minimum comprise:

- i. Truck registration number. Owner of the truck
- ii. Waste origin/producer.
- iii. Waste type
- iv. Weight of the waste.
- v. Acceptance/non-acceptance of the waste at the landfill

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Data from each weighing procedure shall be recorded in a database. At the end of each day a back-up copy of the weighing of the day shall be produced on compact disc (CD). The back-up files shall be stored in a building other than the traffic Control Building containing the data recording system.

Not later than by the end of each week the weighbridge records of the week are printed and inserted in the "Integrated Facility Report Book" kept by the Manager of the facility.

7.8 Installation of Close circuit Camera

The concessionaire shall install a close circuit camera at each weighbridge to record the vehicles being weighed. The camera shall record clearly the registration details of the vehicle and face of the vehicle driver along with time. At the end of each day a back-up copy of the close circuit camera recording of the day shall be produced on compact disc (CD).

7.9 Vehicles Departing the Facility

All vehicles departing the integrated facility shall be weighed, inspected and if necessary cleaned in the truck wheel wash facility located at the facility.

All the vehicles leaving the integrated facility shall be weighed and the procedure for weighing and monitoring and data record shall be same as waste reception.

7.10 Waste Transport at the Integrated Facility

After control and registration at the entrance the operator of the weighing bridge directs the driver of the truck to the appropriate area for unloading of the waste.

The concessionaire shall install traffic signs and road markings inside the integrated facility.

The common Traffic Regulations shall valid inside the facility area. The maximum speed limit for all vehicles is shall be 30 kmph.

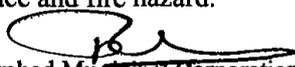
In order to ensure a safe transportation of the waste at the facility all displayed traffic signs shall be maintained properly. This applies whether it is a signboard or signage on the road surface.

The traffic regulations shall be in accordance with the Transport Department, GoAP and all applicable regulations.

7.11 MSW Processing or Treatment Facility

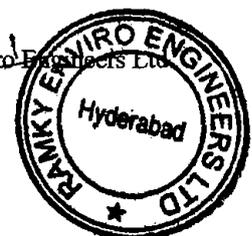
The incoming wastes at facility shall be maintained properly prior to further processing. The waste storage area should be covered. The storage area shall be provided with impermeable base with facility for collection of leachate and surface water run-off into lined drains leading to a leachate treatment and disposal facility.

Necessary precautions shall be taken to minimize nuisance of odour, flies, rodents, bird menace and fire hazard.


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Necessary alternative and / or storage arrangements shall be planned during of breakdown or maintenance of plant.

Pre-process and post-process rejects shall be removed from the processing facility on regular basis and shall not be allowed to pile at the facility. Recyclables shall be routed through appropriate vendors. The non-recyclables shall be sent for landfill site(s).

In case of compost plant, the windrow area shall be provided with impermeable base. Such a base shall be made of concrete or compacted clay having permeability coefficient less than 10^{-7} cm/sec and load bearing capacity 40 MT/m². The base shall be provided with 2 per cent slope and circled by lined drains for collection of leachate and surface run-off;

The operation & maintenance and monitoring of the processing / treatment facility shall be in accordance with the Andhra Pradesh Pollution Control Board and all other applicable rules, regulations, acts, guidelines, standards and laws

8. Secured Landfill Facility

8.1 Temporary Roads

No traffic shall be allowed directly on top of drainage layer in the landfill cells or on the intermediate dikes. The landfill staff shall establish and maintain access ramps and temporary roads over the dikes and the drainage layer with a minimum thickness of 0.5 m ensuring a minimum distance from wheelbase to the polymer liner of minimum 1.0 m.

The landfill staff shall establish and maintain access ramps and temporary roads over the already deposited waste inside the landfill cells, securing the safe access of waste delivery trucks for unloading in the cells. The roads can be established using gravel and/or stone, crushed mineral debris from construction and demolition waste or moveable plates of concrete or steel. The thickness of compacted waste below the temporary roads shall be at least 2.5 m.

8.2 Unloading and Control

When the delivery truck arrives at the landfill cell the operator of the compacter points out to the driver the exact location for unloading the waste.

After unloading at the appointed position, the landfill compactor or a bulldozer spreads the waste and the operator visually inspects the waste for compliance with the waste type and composition, which is acceptable in the landfill cell. The delivery truck is not allowed to leave the landfill cell before the waste has been finally accepted or rejected.

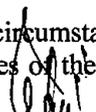
In case the waste is rejected the waste shall be loaded back into the truck and the truck driver shall be instructed to return for processing.

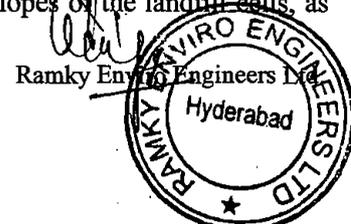
8.3 Compaction of the Waste

Neither the compactor nor any other vehicles are under any circumstances allowed to drive directly on the drainage layer at the bottom or inner slopes of the landfill cells, as


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this may cause damage to the drainage pipes and/or the bottom liner. Therefore an initial layer of mainly fine grained waste without large objects (longer than 1 m), hard or sharp objects, which could perforate the HDPE membrane shall be placed before any compaction of the waste takes place. Nor may the initial layer contain sludge or liquid waste. The initial layer is installed using a bulldozer or the compactor to position the waste by "over-rolling" - not pushing -in to a single layer of approx. 2.5 m height before compaction.

The initial layer shall be covered using a daily or intermediate cover.

After the initial layer has been placed concurrent layers are installed using the compactor or a bulldozer to push the unloaded waste to its final position in the landfill cell and spread it to a layer no more than 0.5 m in thickness. The waste is crushed and compacted by 3-5 passes by the landfill compactor. Larger objects in the waste may require additional passes to be crushed adequately.

The compacted waste layers are installed with a sloping face to promote surface water run off and to minimize the total open area of uncovered waste during operation.

8.4 Face tipping

The waste is tipped out and compacted into a bench. The bench continues level across the cell for a period of days or weeks until the cell is filled in its full width. The height of the bench is 2-3 m, and the compactor is working down the face of the bench as well as along the surface of the bench.

8.5 Onion Skin Tipping

The gradient of the face slope is considerably shallower than for the Face Tipping method, and the compactor operates solely on the face. This method generally results in higher compaction degree of the waste and reduces the risks for litter being blown off the face by the wind.

8.6 Counteracting seepage and overflow:

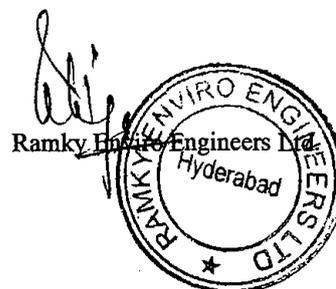
Irrespective of the chosen installation technique, the concessionaire shall ensure, that neither during filling of the landfill cells, nor after installation of intermediate, temporary or final cover may overflow or seepage of leachate occur, that results in leachate flowing to the surroundings.

Until the top cover system has been installed a temporary ditch shape shall be maintained between the deposited waste and the side of the dike along the surrounding dike and the ring road.

Each lift of waste shall be installed and compacted with a slight gradient of the near horizontal surface towards the central part of the landfill cell. This will reduce the risks for leachate inside the waste body to move horizontally towards the outer slopes of the deposited waste and consequently reduce the risks for seepage through the cover system.


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8.7 Special measures

The operators of any machinery operating in the landfill cells shall pay special attention not to cause damages to gas collection wells or other structures inside the landfill cell. The compactor and other vehicles may not operate within a 2.0m distance from these structures.

8.8 Daily and Intermediate Cover**(a) Daily Cover**

At the end of each working day the working face of the waste shall be covered with free-draining soil or other suitable inert and permeable material, e.g. crushed construction and demolition wastes. The implementation of a daily cover decreases the risks for fires and odours, for windblown litter, and impedes the access for vectors to the waste.

The Concessionaire shall, in accordance with the O&M Requirements, at its own cost and expense provide the Daily Cell Cover which shall consist of atleast 150 mm thick compacted soil layer over a 2 m thick layer of MSW amended with additives as per IS: 6186-1986.

(b) Intermediate Cover

Intermediate cover is used when filled surfaces are likely to be left for a period of 4 weeks or one month and before monsoon before additional lifts of waste are to be added. The cover significantly reduces rainfall infiltration, whilst it effectively reduces the risks for windblown litter.

The Concessionaire shall, in accordance with the O&M Requirements, provide an Intermediate Liner, which shall consist of atleast 450 mm thick compacted soil amended with additives as per IS: 6186-1986 to reach the required permeability value 1×10^{-7} cm/sec.

8.9 Gas Collection Wells

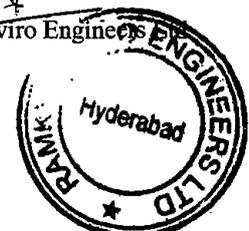
After installation of the initial layer of waste at the bottom of the landfill cells, gas collection wells shall be erected concurrently with the increasing fill height. The wells shall be established using coarse grained gravel and stones or crushed mineral debris from construction and demolition wastes installed as vertical "chimneys" through the waste body. Installation takes place using a steel tube as casing as described in the following:

The open ended pipe casing is positioned vertically at the surface of the initial layer of waste using the compactor or equivalent machinery, lifting the casing by chains attached to handles welded to the casing. The casing shall be stabilized, e.g. with waste positioned up to the casing.

When the filling of waste reaches the lift height the casing is filled with the gas drain material. The drainage material shall not be compacted as this may impede the extraction of the casing without dislocation of the drainage material.


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The casing is lifted corresponding to the height of the next lift of waste, again using chains and the compactor or equivalently suitable machinery. The operations above are then repeated for each lift of the waste up to the last lift before reaching the final filling height in the landfill cell.

In the final lift the vertical gas collection pipe in the centre of the well is installed inside the casing before filling the casing. When the final filling height has been reached the casing shall be removed in which process special care shall be exercised securing, that the vertical collection pipe is not damaged or dislocated.

When the final top cover system has been installed the remaining components of the gas collection well shall be installed

8.10 Temporary Cover and Top Cover System

(a) Temporary Cover:

The utilisation of a temporary cover reduces the area of exposed waste and thus diminishes negative visual impacts and reduces leachate generation. The temporary cover is used when filled surfaces are likely to be left for a period of one year or more. Further the temporary cover is used to cover the waste in the period of time between the final filling height being reached and the final top cover system being established. Materials used for the temporary cover shall be low-permeable - but not impermeable - soils.

The thickness of the temporary cover shall be approximately 50 cm or more. In order to protect the surfaces from erosion and to reduce the risks for drift of dust from the surface, a thin layer of topsoil is applied and seeded using grass and herbs with strong root systems.

In areas where filling operations are resumed at a later stage and prior to installation of the final top cover system, the temporary cover is scraped off for subsequent reuse.

The temporary cover shall be inspected regularly and as minimum after any heavy rainstorms in order to detect and repair any defects in the cover caused by e.g. erosion.

(b) Top / Final Cover System

The top cover system acts as a barrier between the waste and the surrounding environment and reduces the amount of rainwater infiltrating the landfill body and herewith reduces the leachate generation.

The top cover system shall be installed in phases concurrently with stages of the landfill reaching their final filling height.

The top cover shall be inspected regularly and as minimum after any heavy rainstorms in order to detect and repair any defects in the cover caused by e.g. erosion, sliding, etc.

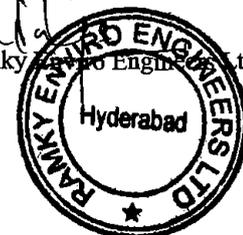
8.11 Leachate Management System

Leachate management at the landfill includes the operation of the following units:


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- i. Leachate drainage system (drainage layer and drainpipes at the bottom of the landfill cells, the leachate outlet structures in the lowest and in the highest positioned comers of each cell)
- ii. Inspection and leachate collection shafts positioned outside the membrane covered area.
- iii. Leachate pumps installed in the leachate collection shafts.
- iv. Leachate transportation pipes installed in the surrounding dike.
- v. Leachate treatment

During normal operation the equipment is totally self reliant requiring no input by the site personnel shall however be exercised to ensure the proper function of the system at all times.

To ensure an effective operation of the systems the periodical inspections and maintenance must be exercised

8.12 Wastewater Management

The wastewater generated in the facilities and buildings in the reception area shall be treated to meet the applicable standards. The system shall be inspected on a regular basis for sedimentations or other blockages impeding the function of the system.

8.13 Landfill Gas Management

(a) General

The emission of landfill gas is controlled by the operation of the gas collection system, which will be installed and set in to operation immediately after the top cover system has been installed. The principles for the design and function of the gas collection system shall be submitted for GHMC's approval. The final design in terms of the final number of necessary gas collection wells cannot be undertaken before actual measurements of the gas production have been performed, which again cannot be performed before the deposition of waste in a landfill cell is completed.

When installed and running at a stable level the gas management system is in principle self reliant. In order to secure the most efficient gas control it is however necessary, that the concessionaire monitors and adjusts the system on a regular basis.

(b) Installation of wells, etc.

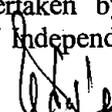
During filling operations the concessionaire ensures, that the gas collection wells are installed as approved. As the filling of waste reaches its final height and the top cover system is installed, the collection gas drain pipes in the top cover system shall be connected to the gas collection wells, the remaining parts of the gas collection wells shall be installed as shall the gas transportation pipes and the flare/utilization unit. The initial adjustments of the collection system shall be performed in accordance with the operation instructions given by the supplier of the flare unit after GHMC's approval.

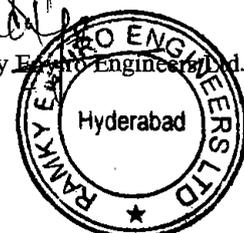
It is strongly recommended that the installations are undertaken by a contractor experienced with this kind of work under the supervision of Independent Engineer / GHMC.


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During the initial operation of the gas collection system it may prove necessary to install additional gas collection wells in order to control gas emissions from the landfill. These can be established by drilling or by excavation from the top of the re-cultivated landfill.

The quality (composition) of the gas and the pressure inside the wells vary from well to well and over time for the individual well. Each well must be adjusted individually at start-up of operation, and it is further necessary to monitor and adjust the wells later during the operation.

In order to adjust a gas well, it is necessary to monitor 3 parameters:

- i. The vacuum or the flow in the boring
- ii. The methane content (CH_4)
- iii. The oxygen content (O_2).

(c) Running-in

In the initial phase of the operation and after any major changes to the system (e.g. the addition of new gas collection wells) the system shall be adjusted to the new conditions through the below procedures.

- i. All the gas wells are checked for water and emptied if necessary.
- ii. The above stated parameters are measured and registered for each well, as is the corresponding atmospheric pressure.
- iii. All valves at the gas wells are opened corresponding to the maximum flow from each well.
- iv. All valves at the in-flow manifold at the stack and flare/utilisation unit are opened, and the pump is adjusted to a gas flow of approx. 2-3 m³/year/ tons waste covered by the installed gas extraction system.
- v. Pumping continues for approx. 1 week. Every 24 hours readings are taken of all the above stated parameters.
- vi. In case the content of oxygen increases significantly and above 1.0% in either any of the wells, the valve at the well is adjusted in small increments to reduce the flow from that well, until the content of oxygen is below 1.0 %.
- vii. The measurements and consequent adjustments are continued until the contents of methane and oxygen are stable for each well. In this stable situation the content of methane shall not be less than 35% and the content of oxygen not more than 1.0%.
- viii. When a stable situation is reached, the total flow is increased by about 20% by adjustment of the pump.
- ix. The above procedures - items 5 to 8 - are repeated until the maximum flow, i.e. the maximum gas production, at a stable content of methane is reached.

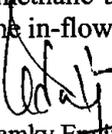
During the first 48 hours the quality of the gas most likely will be better (i.e. have a higher methane content), than when the stable situation is reached.

(d) During operation

When the system is operating at full capacity the content of methane and oxygen, the vacuum and/or the flow shall be measured once every week at the in-flow manifold at the


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stack and flare / collection unit. All Measurements are registered in the log book for the gas management system.

If the total oxygen content measured in the pump house increases to approximately 1.5%, measurements shall be done at the individual gas wells. At all wells, where the oxygen content is more than 1.0 %, the valve is adjusted in small increments until a stable level of oxygen below 1.0% has been reached. It may prove necessary to make several rounds of measurements and adjustments.

Adjustments of the flow from and especially the closing of individual gas wells will influence the flow from the other gas wells in the system. After significant adjustments and after closure of one or more gas wells, the resulting vacuum (suction pressure) at the in-flow manifold of the pump must be checked. If necessary the pump must be adjusted accordingly to obtain an acceptable suction pressure.

Closed gas wells shall be monitored every 14 days. If the methane content increases above 35% the well shall be re-opened

8.14 Measures for Reduction of Nuisances

Odours, dust, wind-blown litter, vermin and noise can become significant nuisance factors for the surroundings during the operation of the landfill.

(a) Odour

Offensive odours may arise from:

- i. Digging activities in previously deposited waste.
- ii. Handling of malodorous wastes.
- iii. Aerial spraying (re-circulation) of leachate, open leachate lagoons or containers
- iv. Emission of landfill gas

Principal means of minimizing landfill odours include:

- i. Effective compaction.
- ii. Provision of adequate cover especially the daily cover.
- iii. Immediate deposition and covering of especially malodorous wastes.
- iv. Effective gas collection and treatment system.
- v. Immediate deposition and covering of excavated wastes
- vi. Avoid re-cycling of leachate and the storage of untreated leachate in open lagoons or containers

(b) Dust

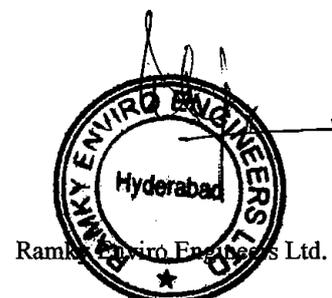
Emission of dust may occur under windy conditions:

- i. During unloading of waste.
- ii. During installation of cover materials.
- iii. When driving on dry, unpaved areas.
- iv. When driving on paved but poorly cleaned areas.


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The concessionaire shall organize the operations at the landfill in such a way, that emission of dust is kept to a minimum. The following measures can be used:

- i. Surfaces with dry soil and service roads are sprinkled with water.
- ii. Transportation activities are restricted to the service roads
- iii. Paved service roads are cleaned by sweeping.
- iv. Sprinkling of dry soil or waste during excavation and reposition
- v. Areas with temporary cover area seeded with grass.

(c) Litter

A frequent reason for complaints from residents living near landfill sites is litter blowing outside the landfill area. The perimeter fence installed around the landfill site and the planted windbreak zone helps to contain litter and prevents it from being scattered to adjacent properties. Daily cleanups, particularly at the end of the working day, limit the quantity of litter that can be carried to adjacent properties.

The amount of wind-blown litter can further be substantially reduced by:

- i. Keeping the working area as small as possible
- ii. Placement and compaction of the waste immediately after unloading
- iii. Installation and maintenance of daily, intermediate and temporary covers
- iv. Installation and maintenance of moveable fencing around the working face
- v. Restricting unloading on windy days to areas of the landfill cells sheltered from the wind
- vi. Closing the site under exceptionally bad weather conditions.

(d) Vermin

Vermin include rats and other rodents, insects, birds and other animals, each of which can carry disease agents and therefore becomes a health hazard.

The most effective practice in the control of vermin is rapid and complete compaction and covering of all waste. The territory of the landfill must be maintained clean and tidy. The accumulation of stagnant water anywhere on the site must be prevented by proper grading, filling low spots, and placing cover soil over waste material.

Rats and mice may be brought into the site with the solid waste. Regular site inspections will indicate the prevalence of these animals. When significant numbers are identified, an experienced pest control specialist should be employed to deal with the problem.

Noise:

Nuisance from noise mainly may arise from vehicles and mechanical equipment operating or moving at the site.

In order to mitigate noise all vehicles and mechanical equipment shall be kept in good working order at all times. Special attention shall be given to the fitting and maintenance of any sound reducing equipment to vehicles, machinery and fixed plant. The strict enforcement of speed limits will reduce noise from vehicles moving in the area.



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9. Cleaning and Maintenance Requirements

9.1 General

The Concessionaire shall plan and execute cleaning and maintenance procedures ensuring, that

- i. the buildings, structures, seeded and planted areas, paved and un-paved traffic areas etc. are maintained clean and proper without damages, that may impede their functionality or appearance.
- ii. all moving or fixed equipment and machinery are maintained clean and in good working condition.
- iii. all service facilities, e.g. outdoor sewage system, leachate management system, etc., are inspected regularly, cleaned and maintained.

All mechanical equipment and machinery used at the landfill must be strictly maintained according to the manufacturer's specifications.

Every day at closing time the internal roads and other paved areas shall be inspected, and any spillage of waste shall be collected and disposed of in the landfill cell currently in operation. If necessary the paved areas shall be swept using a sweeping machine. During dry periods dust emission shall be controlled by sprinkling the surfaces with water in connection with sweeping activities.

9.2 Fence and Surrounding Areas

The fence, the windbreak zone and the surrounding areas in the vicinity of the landfill shall be inspected and windblown litter removed on a regular basis, e.g. once every week. Collected litter shall subsequently be disposed of in the landfill cell currently in operation.

Registered damages of the fence and gate must be repaired immediately.

9.3 Reception Area

The reception area shall be kept free from dropped and windblown waste, soil/mud, etc.

9.4 Weighbridges

The weighbridges and the weighbridge foundations shall be kept clean and free of spilled waste.

The weighbridges shall be serviced and maintained strictly in accordance with the manufacturer's specifications.

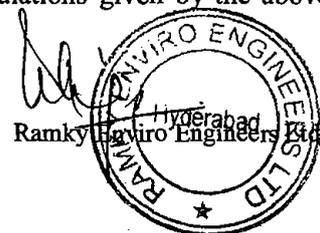
The weighbridges shall be calibrated and certified on a yearly basis by the competent authority:

Any calibration needed shall follow the directions and regulations given by the above authority.


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In the case of any problems with the weighbridge operation, the concessionaire shall immediately inform the GHMC and shall undertake the immediate repair works.

At times when either one of the two weighbridges is out of operation the weight of the delivered waste must be recorded using the other weighbridge. The landfill management shall search for cooperation with other facilities that possess an approved weighbridge to enable weighing even at times when both weighbridges are out of operation.

In case of malfunction of the data registration system the concessionaire shall immediately inform the GHMC and shall undertake the immediate repair works. In such a period the data on delivered waste shall be recorded manually. When the data system has been repaired and in operation all the manually registered data shall be converted to the data system.

9.5 Buildings, Structures and Installations

Observed damages to buildings, structures and installations must be repaired immediately. For all significant incidents a damage report shall be prepared and kept in record for GHMC's verification.

The garage and workshop must always be kept clean and tidy for optimal working conditions for the maintenance and repair of facility machinery and vehicles.

9.6 Equipment and Machinery

Equipment and machinery used at the landfill must be strictly maintained according to the manufacturer's specifications, on the frequency of lubrication, oil change and inspections must by strictly adhere to.

The equipment and machinery must be kept clean and protected from corrosion.

- i. A log-book must be kept for each main element of equipment. Log-books shall be maintained for all the equipment, machinery and vehicles

All data regarding service, maintenance and repair of the equipment, machinery and vehicles shall be recorded in the log-books as well as the operating time of equipment, machinery and vehicles.

9.7 Access and Service Roads

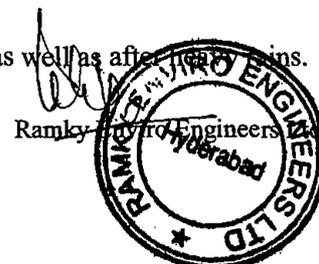
The roads must be inspected regularly. Any potholes or other damages must be repaired within the shortest period of time ensuring, that minor damages do not develop in to an extent, which may impede the function of the facility.

By the end of each working day all paved areas at the integrated facility and the external access road shall be inspected for dust, litter and spillage of waste. If required they shall be cleaned and swept using a sweeping machines.

9.8 Dikes and Surface Water Ditches

Dikes must be inspected regularly and at least twice a year,, as well as after rains.

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Registered damages to the surface of the dikes, e.g. from surface water erosion, landslides etc., shall be repaired and if damaged the vegetation shall be restored.

In places where the same kind of damage is registered repeatedly special attention shall be given to determine the cause of the damage and to determine appropriate countermeasures.

Surface water ditches shall on a regular basis be inspected and kept clear from waste, vegetation, soil and sand to prevent clogging of the system. The ditches must be inspected at least twice a month.

9.9 Leachate Management System

(a) General

The following on site incidents may impede the proper function of the leachate management:

- i. Intrusion of fine particles in to the drainpipes and subsequent clogging of the pipes
- ii. Accumulation of sediments at the bottom of the collection well causing malfunction of the pumps
- iii. Mechanical malfunction of the pumps in the collection wells
- iv. Clogging of main transportation pipe line in the ring road
- v. Malfunction of the waste water treatment plant
- vi. In general the above incidents are avoided by the regular inspection, cleaning and maintenance of the components in the system.
- vii. Measurement of the leachate depth in the inspection and collection wells
- viii. Visual control of the landfill cell for accumulations of leachate above the drainage layer
- ix. Monitoring of the pump function (operation time, registration of start and stop, registration of unscheduled stops and alarms)
- x. Registration of the quantities of leachate delivered for treatment at the waste water treatment plant
- xi. The inspections shall be exercised on a monthly basis and in addition after heavy rain storms each incident and pursuant counter measure shall be recorded in a log-book.

(b) Clogging of the drainpipes

Indications of clogging of the drainpipes in the landfill cell can be:

- i. A rising level of leachate in the inspection well and/or visible leachate above the drainage layer combined with little or no pumping activity in the collection well.
- ii. Little or no pumping activity in the collection well even after heavy rain.

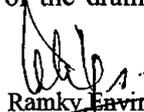
The drainpipes shall be flushed using a high-pressure water jet from the inspection well and the collection well respectively, ensuring that the drain pipes are flushed in their entire length.

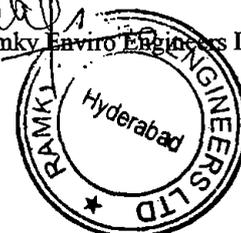
The risk of the drainpipes being clogged is increased during the initial 1-2 years of operation of a landfill cell, and in this period the function of the drain pipes shall be followed even closer.


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(c) Malfunction of the pumps

A rising level of leachate in a collection shafts and/or alarms from the control panel for the pump indicates that the pump does not operate adequately.

The pump shall be removed from the well for appropriate inspection for mechanical malfunction and for immediate repair.

The collection well shall be inspected for accumulation of sediments and if necessary emptied using a vacuum tanker / gully emptier prior to reinstallation of the pump. If the pump cannot be reinstalled within 24 hours a spare pump or moveable pump shall be temporarily installed ensuring the function of the leachate management system.

(d) During pump Stop

The control panels for the pumps are equipped with a usual alarm for breakdowns or stoppages of pumps.

In case of breakdown or stoppage of a pump, and when a pump shall undergo maintenance procedures, the pump in question shall be removed from the leachate collection shaft for appropriate repair or maintenance.

In order to remove pumps personnel has to enter the leachate shaft observing at all times the special measures for work in confined areas containing hazardous fumes.

The following procedure shall be followed for removal and re-installation of pumps:

- i. The power for the pumps shall be switched off before entering the shaft.
- ii. Qualified personnel enter the shaft and from a position at the intermediate platform inside the shaft the stop valves of the pump are closed.
- iii. The pump in question is lifted to the platform, dismantled and removed from the pumping station.
- iv. In case the pump must be removed for more than 24 hours a suitable spare pump shall be installed in its place ensuring the function of the collection shaft.
- v. In case sediments have accumulated in the bottom of the pumping well to an extent impeding the re-installation, the pumping well may be flushed using pressurized water through a flexible hose or emptied using a vacuum tanker / gully emptier prior to the re-installation of the pump.
- vi. After installation of the repaired pump the pump is lowered into position.
- vii. The stop valves for the pump are opened.
- viii. After leaving the collection shaft the power to the pump is switched on again.

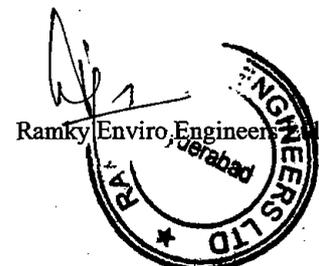
(e) Clogging of main transportation pipe

A low in-flow of leachate to the waste water treatment plant combined with a rising level of leachate in the collection shafts may indicate sedimentations in the main transportation pipe. The pipeline shall then be flushed using a high-pressure water jet ensuring that the pipeline is flushed in its entire length.


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9.10 Top Cover and other covers

Areas covered by intermediate, temporary or the final top cover shall be inspected at least once every two months for damages, e.g. erosion, slides, cracks or significant subsidence. Seeded areas shall be inspected for signs of vegetation die-off. Inspections shall also be carried out after heavy rain storms.

Any registered damages shall be repaired ensuring the continued function of the cover. In places where the same kind of damage is registered repeatedly special attention shall be given to determine the cause of the damage and to determine appropriate countermeasures. It is strongly recommended that the Independent Engineer is consulted in this case.

Vegetation die-off may indicate migration of landfill gas through the cover, which may be caused by reduced efficiency of the land fill gas collection system in the area in question or by damages to the top cover. Where the surface of the landfill at the same time exhibits significant subsidence, the reduced efficiency may have been caused by discontinuities in the gas drain layer in the top cover. The efficiency of the gas collection system shall be increased by regulation of the vacuum in the nearest gas wells or by adding new gas wells to the system. It may prove necessary to excavate the top cover in the subsidence area, level the subsidence and reinstall the top cover.

The vegetation shall be restored following the above repair works.

9.11 Landfill Gas Management

The pump and flare stack unit shall be checked, cleaned and serviced as required by the supplier / manufacturer.

The efficiency of the landfill gas management system can be influenced by condensate accumulated in water traps in the transmission pipes - created by subsidence in the waste or by excessive accumulation of condensate in the condensate wells. The Concessionaire shall check the system for such disturbances whenever the gas flow seems to be reduced and at least once every month.

(a) Condensate wells

Condensate wells are opened and the level of the accumulated condensate is checked. If the level of condensate exceeds a level of 0.7 m above the bottom of the well, the well shall be drained and a return-blow procedure shall be executed.

(b) Water traps

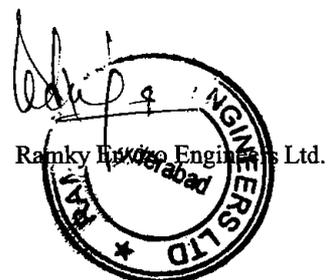
A progressing accumulation of condensate in a water trap will result in significant and rapid changes in the suction pressure in the pipeline, as the gas passes the water trap in thrusts. During the regular readings of the suction pressure at the in-flow manifold at the pump, the reading will be very unstable, thus indicating a progressing condensate accumulation.



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9.12 Wastewater Management System

The waste water management system shall be inspected at least once every two weeks. Any repair and maintenance shall be attended immediately. Sufficient storage of wastewater and alternative arrangements shall be planned.

10. Monitoring Procedures

The monitoring at integrated facility shall be carried out during implementation / construction period, operation period and post closure maintenance period. The monitoring plan shall include but not limited to the following sections 10.1 to 10.9. The monitoring plan shall be prepared in accordance to the Andhra Pradesh Pollution control Board (APPCB) requirements.

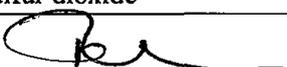
10.1 Meteorological Data

No	Parameters	Unit	During operations	After closure
1	Precipitation	mm/m ²	Daily	Daily
2	Temperature. - minimum and maximum reading - - reading at 2 p.m.	°C	Daily	Daily
3	Wind direction and speed	m/s	Daily	Daily
4	Evaporation	mm/m ²	Daily	Monthly
5	Atmospheric Humidity at 2 p.m	%	Daily	Monthly
6	Atmospheric pressure - minimum and maximum reading - reading at 2 p.m.	mmHg	Daily	Monthly

10.2 Air

Description	Sampling Specifications
Ambient Air Quality	Two continues days every week with segregated days every month. Ambient air quality monitoring at one location in upwind, three locations in downwind and one location at cross-wind directions.

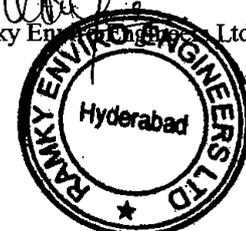
S. No	Parameters to be monitored	Acceptable Levels
1.	Sulfur dioxide	120 µg/m ³ (24 hours)


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2.	Suspended particulate matter (SPM & RSPM)	500 $\mu\text{g}/\text{m}^3$ (24 hours) – SPM
3.	Methane	$\leq 25\%$ of the lower explosive limit(650 mg/m^3)
4.	Ammonia (24 hour average)	0.4 mg/m^3 (400 $\mu\text{g}/\text{m}^3$)
5.	Carbon Monoxide	1 hour average: 2 mg/m^3 8 hour average: 1 mg/m^3

10.3 Surface and Ground Water

Description	Sampling Specifications
Surface Water Quality	One grab sample at all the water bodies within 5km from the integrated facility every month.
Ground Waste Quality	Five samples at upstream side and Ten samples at down stream side of the integrated facility every month.
Ground Water Level	Once in every month.

The parameters to be monitored shall be as indicated in IS 10500 standards updated time to time.

S.No.	Parameter to be monitored	IS 10500: 1991 Desirable Limit
1	Arsenic, mg/l	0.05
2	Cadmium (as Cd) mg/l	0.01
3	Chromium, mg/l	0.05
4	Copper as Cu, mg/l	0.05
5	Cyanide as CN, mg/l	0.05
6	Lead (as Pb), mg/l,	0.05
7	Mercury (as Hg) mg/l	0.001
8	Nickel as Ni, mg/l	-
9	Nitrate as NO, mg/l	45
10	pH	6.5 – 8.5
11	Iron, mg/l	0.3
12	Total Hardness (as CaCO_3), mg/l	300
13	Chloride as Cl, mg/l	250
14	Dissolved solids, mg/l	500
15	Phenolic compounds (as $\text{C}_6\text{H}_5\text{OH}$), mg/l	0.001
16	Zinc A as Zn, mg/l	5
17	Sulphahte (as SO_4), mg/l	200

10.4 Leachate

The leachate monitoring programme shall provide data for:

- i. Confirmation on the proper function of the leachate management system
- ii. The evaluation of the decomposition progress in the waste
- iii. The current composition of the leachate as basis for evaluation of grand water monitoring

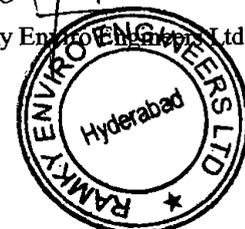
All cells shall be monitored in the operation phase and after closure providing data describing the level and the composition of leachate in the cells.


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The level of the leachate shall be measured in the inspection and in the collection shafts. Samples for analysis shall be extracted from the collection shafts. The volumes of leachate from each cell shall be estimated on basis of the recorded pumping hours from each collection shaft the inflow to the waste water treatment plant and the released volumes to the municipal sewage network.

No	Parameters	Unit	Monitoring point	During operation	After closure
1	Leachate levels	m above well bottom	Inspection shafts Collection shafts	Weekly and after heavy rain	Weekly and after heavy rain
2	Leachate volume (Accumulated and average)	m ³ /h	Collection shafts (control panel) Inflow point to WWTP Outflow point to public sewer system	Daily and after heavy rain	Monthly and after heavy rain
3	Leachate composition	mg/l	Collection shafts Inflow point to WWTP Outflow point to public sewer system	Quarterly	Every 6 months

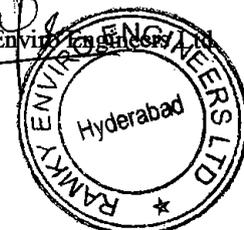
No	Parameter	Unit	Mixed Waste	
			Standard	Extended
1	pH	-	D	D
2	Conductivity	mS/m	D,K	D,K
3	NVOC	mg/l	D,K,R	D,K,R
4	Phenols	mg/l	K,R	K,R
5	Arsenic	mg/l	K,R	K,R
6	Lead	mg/l	-	D,R
7	Cadmium	mg/l	-	D,R
8	Chromium - VI	mg/l	-	D,R
9	Copper	mg/l	-	D,R
10	Nickel	mg/l	-	D,R
11	Mercury	mg/l	-	R,K
12	Zink	mg/l	-	D,R
13	Fluoride	mg/l	-	K,R
14	Ammonia	mg/l		D,R,K
15	Chloride	mg/l		D,K,R
16	Cyanides, volatile	mg/l		K,R
17	Sulphate	mg/l		D,K
18	Nitrites	mg/l		K,R
19	AOX	mg/l		D,K,R

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Supplemental Parameters

20	Dry matter	mg/l	D,R	D,R
21	Nitrate	mg/l	K,R	-
22	Calcium	mg/l	-	D,K
23	Potassium	mg/l	-	-
24	Sodium	mg/l	-	D,K
25	Total Iron	mg/l	-	D,R
26	Iron-III	mg/l	-	D,R
27	Sulphide	mg/l	D,R	D,R
28	COD	mg/l	-	D,R
29	BIs	mg/l	-	D,R
30	GC-FID-screening	mg/l	-	D,K

NOTES:

NVOC = Non volatile Organic Carbon

AOX = Absorbable Organically Bound Halogen

GC-FID = Screening by Gas Chromatography for extractable, organic substances, inc!. solvents and oil products

D = Parameter related to decomposition processes in the waste

K = Parameter related to control of ground -and surface water

R = Parameter related to the treatment of leachate

10.5 Landfill Gas

The monitoring programme for landfill gas shall provide data for:

- i. Assessment of the potential generation of landfill gas
- ii. Estimation of any risks to human health and safety.
- iii. Evaluation of the efficiency of the gas management system, when installed.
- iv. Evaluation of emissions to surrounding areas.

The monitoring of gas will be performed according to approved methodologies and by using measuring equipment, specified by standardization documents, or - when such standardization documents are not available - according to methodologies, approved by the Ministry of Environment.

(a) Monitoring locations

The composition of the landfill gas shall be measured using handheld equipment in:

- i. All gas collection wells under construction (i.e. in the active filling areas of the landfill cells)
- ii. All gas collection wells completed but not yet connected to the gas management system

As part of the monitoring system gas alarms shall be installed in all manned rooms in the buildings in the reception area.

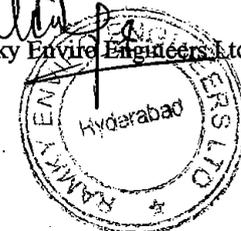
The barometric pressure of the gas shall be measured inside completed gas collection wells not yet connected to the gas management system.

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The data collected during the operation of the gas management system will provide supplemental data generation and composition of the landfill gas. Emission control monitoring shall take place at two stations: At the reception area of the landfill and in the nearest village.

(b) Monitoring frequency

No	Parameter	During operation	After closure
1	Potential gas emissions and atmospheric pressure	Monthly	Monthly
2	Emissions to surroundings	Monthly	Monthly

(c) Parameters measured

No	Parameter	Unit	Gas wells under construction	Gas wells completed not yet in operation
1	Geometric dimensions of the gas pipe, where the measurement or sample taking is carried out	mm	-	X
2	Mean velocity	m/s	-	X
3	Gas temperature	$^{\circ}\text{C}$	X	X
4	Barometric pressure in gas	mm Hg	X	X
5	Oxygen concentration O_2	%-vol.	X	X
6	Methane concentration CH_4	%-vol.	X	X
7	Carbon dioxide CO_2	%-vol.	X	X
8	Outside air-temperature	$^{\circ}\text{C}$	X	X
9	Outside Atmospheric pressure	mm Hg	X	X

10.6 Landfill Stability and Settlement

The appearance of the landfill waste body shall be monitored on a yearly basis to provide information for assessing and reporting the status of the landfill, i.e. the totals for deposited wastes, the remaining capacity, etc. Information from the topographical survey is further crucial for the concessionaire for meeting the requirements in respect of the final filling heights and to avoid land sliding or instabilities in the waste body. Registration of settlements provides information on the current status for the decomposition of the waste body.

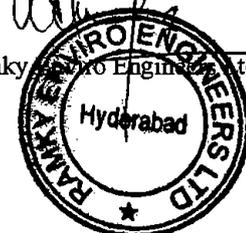
The topographical surveys and the assessment of landfill stability and settlement should be undertaken by a qualified civil engineer.


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No	Parameter	During operation	After closure
1	Landfill stability: -Area of landfill covered waste ¹ -Volume of waste deposited ¹ -Composition (types) of waste deposited ² -Methods for depositing ⁴ -Time and duration of depositing ³ -Calculation of remaining capacity of the landfill ¹	Annually	-
2	Landfill settlement behaviour ¹	Annually	Annually ⁵

NOTE:

- 1 Determined on basis of annual topographical survey
- 2 From registrations at the reception
- 3 Description of technology used for landfilling
- 4 Dates for initiation and ending of operation of each cell. Total operation time of each cell
- 5 By registration of noted changes in the landfill body and surface.

A number of benchmarks shall be installed, from which the topographical surveys of the landfill surface shall be carried out. The benchmarks shall be installed outside the waste body and shall be well marked and protected against damages caused by negligence or malice.

10.7 Stack Monitoring

The monitoring of all the stacks within the integrated site including stacks of RDF Plant, Power Plant, DG Sets, etc. shall be monitored as per the APPCB and CPCB norms and regulations.

IMPORTANT NOTE: The parameter, sampling schedule and sampling methodology shall be approved by the Independent Engineer one month before carrying out the monitoring.

10.8 Quality Control Laboratory

Quality and calibration certification from authorised independent certification agency (approved by the Independent Engineer) to be renewed every year.

Maximum period of non-operation: 5 days.

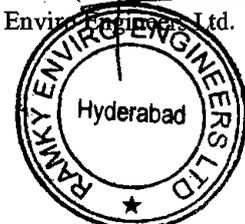
Data recording and reporting format to be decided in consultation with the Independent Engineer and to form part of the O&M Plan and/or O&M Manual.

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10.9 Post-Closure Maintenance Plan

The Concessionaire shall maintain the Landfill Facility during the Post Closure Period in accordance with the Post-Closure Maintenance Plan.

At least three months prior to the completion of any Financial Year during the Post Closure Period, the Concessionaire shall prepare and submit for review and approval by the Independent Engineer / GHMC, the Post Closure Maintenance Plan for the subsequent Financial Year.

Post-closure maintenance shall be in accordance with Applicable Laws and shall involve periodical inspections, of at least once every three months, of the Landfill Facility to monitor land surface care, leachate collection, and methane control.

Post-closure maintenance shall also involve investigations for detection of adverse environmental impacts, if any, and implementation of measures for mitigation of the same.

11. Reclamation Of Existing Dumpsites

The construction requirement and operation procedures including monitoring and other procedures of integrated facility are holds good for reclamation of existing dump sites.

12. Operational Records and Operations Control

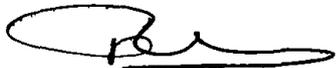
The concessionaire shall keep all the statutory documents and registers duly recorded for inspection of GHMC at any point of time.

The concessionaire should also keep operational records :

- i. Attendance Cards/ Register of the manpower deployed
- ii. Log Book of vehicles.
- iii. Register of issue of the disinfectants.
- iv. Register of Stock of implements, and other materials and their issue.
- v. Record of Acceptance of Personnel carriers with registration Numbers & timings.
- vi. Register for issue of Uniforms and protective gears.
- vii. Performance Evaluation Record in separate form for each circle (in coordination with Independent Engineer).
- viii. Operations & Maintenance records of all vehicles, equipment and machinery.

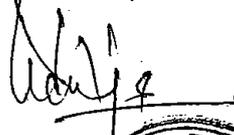
A computerized system of keeping records of operations & maintenance of the service and complaint Registration & Redressal shall be established and maintained to keep information on all the aspects of the service ready and to receive and redress complaints to the satisfaction of the users.

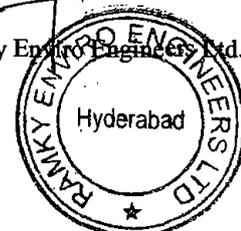
The concessionaire shall give a wide publicity in leading Hyderabad news papers to this effect along with other modes of communication like radio, cable T.V., cinema halls, display on vehicles etc..


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The concessionaire may design his own operations management and operations control system for approval of GHMC before commencing the work.

An overall supervisor, first line supervisors capable of understanding work plan, organizing the work accordingly, and capable of directing, disciplining and controlling work force shall be appointed before commencing the work.

The concessionaire supervisors shall keep close liaison with GHMC staff that is in charge of the work and Independent Engineer of organizing joint inspection daily as desired for ascertaining work performance.

13. Management of Labour and Prevention of Events of Accidents

The concessionaire shall comply with all the provisions of the laws regarding deployment of labour under the contract; The Abolition of contract Labour Act, The Minimum wages Act, The Workmen's Compensation Act and the provisions of the MSW Rules 2000.

It shall be the liability and responsibility of the concessionaire to implement the provisions of these acts. In addition to;

The concessionaire shall not employ in connection with the work any person who has not completed 18 years of age.

The concessionaire shall furnish to the GHMC; information on the various categories of labour employed by him and the facilities given to the employees in the form prescribed for the purpose at such intervals as may be specified in the work specification.

The concessionaire shall keep all records desired under the said labour laws and submit periodical returns to the respective statutory authorities.

The concessionaire shall in respect of labour employed by him comply with provisions of the various labour Laws and the Rules and Regulations as applicable to them in regards to matters provided therein and shall indemnify GHMC in respect of all claims that may be raised against GHMC for non-compliance thereof by the concessionaire.

The concessionaire shall obtain the license in accordance with the rules and provisions of contract Labour (regulation and abolition) Act, 1970 and adhered to all terms and conditions stipulated therein.

The concessionaire shall pay their workers - supervisor, labourer, drivers etc as per the minimum wages act in force and amended from time to time.

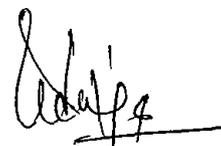
In the event of the concessionaire committing a default or breach of any provision of the above labour laws and MSW Rules, 2000 and Regulations as applicable, and pointed out by the statutory authority, the concessionaire shall without prejudice to any other liabilities under the Act pay to GHMC, a sum not exceeding **Rs. 1,00,000/- (Rupees one lakh only)** per day for each default till it is redressed.

Notwithstanding anything contained herein, GHMC, may declare as concessionaire's event of default and take necessary action.

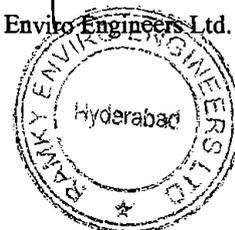


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14. Facilities and Benefits for the Work Force Employed

The concessionaire shall furnish the details of the work force employed for the work defined in this document – details of the workers including those for supervision before commencing the work

Each person (including Supervisor) deployed on this work shall be provided the following facilities.

- ix. Uniform – Pant, shirt / apron, cap – approved by GHMC (visible distinctly at night)
- x. The name of the person and level shall be either knitted on pocket of the apron or name embossed on plastic badge.
- xi. A set of Hand Gloves, Mask, safety shoes, etc. will be given to all employees
- xii. A set of gum boots and rain wear shall be provided.
- xiii. If the employees are found without proper dress code; a penalty of Rs. 5,000 (Rupees five thousand) per person per default shall be imposed on the concessionaire.

15. Public Awareness Programmes

Daily/Fortnightly/Monthly public awareness program details to be provided to GHMC by the one month before throughout the concession period

15.1 Prime approach in conducting public awareness programme

Prime objective of the activities under the programme is creation of public awareness for their responsibility under the MSW Rules, 2000 and explain them contents of the Bye laws framed and also the GHMC's plan for improving the services.

The end results aim at full implementation of the directives under the MSW Rules 2000 regarding separate collection of solid waste at source, door to door collection, prevention of littering/ prevention of deposition of all kinds of waste on roads and public places done by them and maintain discipline regarding general cleanliness and nuisance free streets and public places.

The performance evaluation shall be based on measurement on fortnightly work, planned against carried out as assessed by GHMC / Independent Engineer.

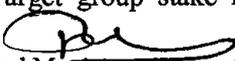
Looking to the mode of work on contract due care should be taken for planning and implementing the public awareness

15.2 The work coverage - Public Awareness

It is necessary to organize the public awareness programme in the GHMC Area target group wise consultation with GHMC.

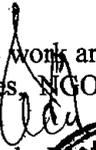
This should be one day duration workshop to explain the service users the proposed approach of the integrated solid waste management in the GHMC Area and the role of the service users- citizens and outsiders.

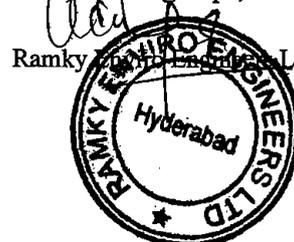
The programme shall be organized on an average 15 days in the work area, target group wise. Target group stake holders; councilors, housing societies, NGO groups, house


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wives, shop keepers, school children, hawkers, construction agencies, citizens etc. should be invited group by group.

The literature, posters and other reading material desired for the programme shall be prepared and distributed.

More cycles shall be repeated by organizing meetings of the local stake holders ward wise or group of wards wise in subsequent months for the next four to five months. This round shall be completed within the period by which the regular project / work starts on daily basis.

As explained earlier the Public awareness should encompass all the aspects of the compliances under the Rules. Major items shall be

- i. Separate collection of biodegradable and recyclable waste at source for all the generators,
- ii. Generators participation and close cooperation in door to door collection,
- iii. Public participation in prevention of littering & prevention of deposition of garbage, debris and other households in drains and on public roads and places,
- iv. Encouragement in use of litter bins and keeping them clean,
- v. Encouraging citizens for using on demand services of debris and green waste collection,
- vi. Daily/Fortnightly/Monthly programme shall be planned a month in advance to cover systematically the awareness components listed above and implemented.
- vii. The Contractor should plan, organize and conduct the awareness programmes and initiate citizen's group's formation to continue such programmes periodically and help GHMC in monitoring the results.
- viii. The programme shall be a continuous feature with innovations in approach as the level of response of the users / beneficiaries changes.

16. Health Safety and Environment (HSE) Policy

The concessionaire shall prepare HSE Policy exclusively for the project. The HSE policy shall be international standard and need approval from GHMC.

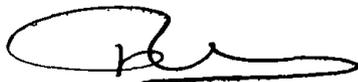
17. Health Records

The concessionaire shall maintain health records of all the staff. The health record formats and record keeping procedure shall be approved by GHMC.

18. Accidents and Other Incidents

The concessionaire shall report and register all occurrences of;

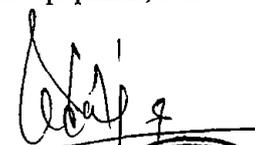
- i. Accidents involving risks for human health and security
- ii. Other incidents connected with occupational health and security
- iii. Unscheduled interruptions to the planned operations including fires, explosions, break-down of vehicles, break-down of essential machinery & equipment, etc.



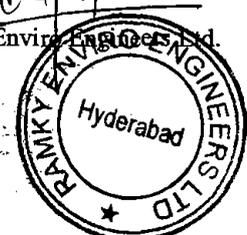
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The reports shall be forwarded to the GHMC & relevant authorities. The registered information shall be kept in the "Report Book". The accident and other incident record formats and record keeping procedure shall be approved by GHMC.

19. Citizens Charter and Create A System to Register Public Grievances

The concessionaire should draw up a citizen's charter and create a system to register public grievances in all the wards and set up a mechanism for expeditious redressal of grievances through sophisticated system.

For this purpose the concessionaire shall establish 24X7 customer care call centre with the following communication media;

- iv. Telephone
- v. E-mail
- vi. Web Registration
- vii. Fax
- viii. Postal letters
- ix. Compliant boxes at ward level

The complaints received upto 3.00 PM shall be redressed on the same day and the complaint received after 3.00 PM shall be redressed by next morning.

The concessionaire shall notify the public awareness programmes, public grievance, customer care, etc. details regularly in the at least top two leading local news papers (one English and one telugu) in GHMC.

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SCHEDULE 4

PERFORMANCE STANDARDS AND PENALTIES

1. DOOR TO DOOR COVERAGE OF SOLID WASTE MANAGEMENT SERVICES

Performance Indicator

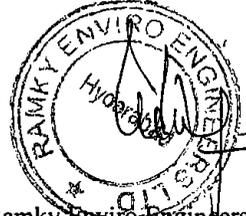
Indicator	Unit	Definition
Coverage of MSW Management Services through door-to-door Collection of waste	%	Percentage of households and establishments and other sources that are covered door to door Collection system.

Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of households and establishments and other sources in the Circle	Number	The total number of households and establishments and other sources in the circle as per O&M Plan / O&M Manual and GHMC / Other data.
b) Total number of households and establishments with and other sources covered daily doorstep collection	Number	Include doorstep collection through concessionaire. This can even include door-to-door collection systems operated by concessionaire with the help of Resident Welfare Associations, etc.
Coverage	%	Coverage = $[(b/a)*100]$
Desired Level	%	100

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance	
Measurement	Daily	Measurement Circle level


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2. NUMBER OF BINS ATTENDED**Performance Indicator**

Indicator	Unit	Definition
Number of bins attended daily	%	Percentage of bins attended in the circle.

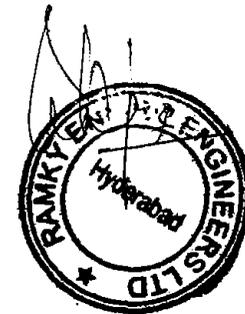
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of bins in the circle	Number	The total number of bins including HPDE and metal bins in the circle
b) Total number of bins attended in the circle	Number	The total number of bins including HPDE and metal bins attended in the circle
Coverage	%	Coverage = [(b/a)*100]
Desired Level	%	100

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Daily Measurement Circle level



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3. MAINTENANCE OF THE BINS

Performance Indicator

Indicator	Unit	Definition
Maintenance of the bins by the concessionaire	%	Percentage of bins in good conditions in the circle.

Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of bins in the circle	Number	The total number of bins including HPDE and metal bins in the circle / inspected by the Independent Engineer
b) Total number of bins in the good condition in the circle	Number	The total number of bins including HPDE and metal bins the good condition in the circle as assessed by Independent Engineers during daily checking of bins
Coverage	%	Coverage = [(b/a)*100]
Desired Level	%	100

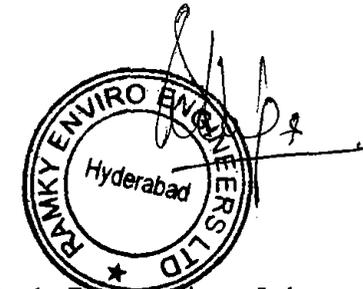
Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Weekly
Measurement	Circle level

Note: Good conditions means bins with;

- No overflow
- Regular cleaning and disinfection
- No breakages
- No large cracks
- No toppling of bins
- No dislocation of covers
- Bin coding clearly visible, etc.

To the satisfaction of Independent Engineer / GHMC


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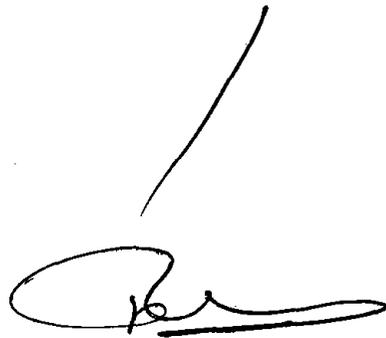
4. MSW MANAGEMENT VEHICLES ON THE ROAD – PRIMARY COLLECTION**Performance Indicator**

Indicator	Unit	Definition
Vehicles for MSW management on the road under good condition for primary collection	%	Percentage of vehicles for MSW management on the road under good condition for primary collection i.e. collection from source to the secondary collection points / vehicles. Primary collection vehicles shall also include vehicles for door to door collection in the circle.

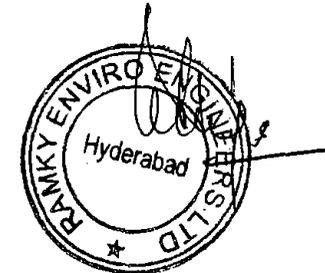
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of vehicles deployed for primary collection	Number	The total number of vehicles deployed for primary collection in the circle as per the O&M Plan / O&M Manual
b) Total number of vehicles in the good condition for primary collection in the circle	Number	The total number of vehicles on the road for primary collection in the circle
Coverage	%	Coverage = [(b/a)*100]
Desired Level	%	100

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Measurement
Daily	Circle level



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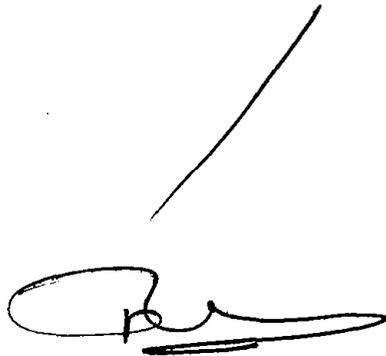
5. MSW MANAGEMENT VEHICLES ON THE ROAD – SECONDARY COLLECTION**Performance Indicator**

Indicator	Unit	Definition
Vehicles for MSW management on the road under good condition for secondary collection	%	Percentage of vehicles for MSW management on the road under good condition for secondary collection i.e. transportation of MSW upto transfer stations or directly to integrated facility in the circle.

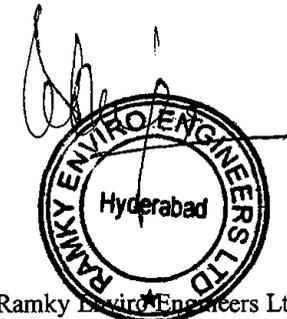
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of vehicles deployed for secondary collection	Number	The total number of vehicles deployed for secondary collection in the circle as per the O&M Plan / O&M Manual
b) Total number of vehicles in the good condition for secondary collection in the circle	Number	The total number of vehicles on the road for secondary collection in the circle
Coverage	%	Coverage = [(b/a)*100]
Desired Level	%	100

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Daily
	Measurement
	Circle level



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6. MSW MANAGEMENT VEHICLES ON THE ROAD – TRANSPORTATION**Performance Indicator**

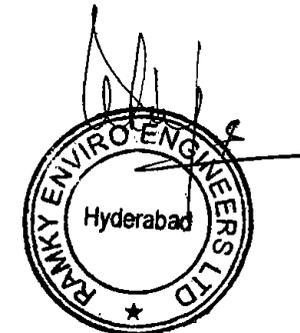
Indicator	Unit	Definition
Vehicles for MSW management on the road under good condition for transportation	%	Percentage of vehicles for MSW management on the road under good condition for transportation i.e. transportation of MSW from transfer stations to integrated facility.

Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of vehicles deployed for transportation	Number	The total number of vehicles deployed for transportation under transfer station as per the O&M Plan / O&M Manual
b) Total number of vehicles in the good condition for transportation	Number	The total number of vehicles on the road for transportation under transfer station
Coverage	%	Coverage = [(b/a)*100]
Desired Level	%	100

Minimum frequency of measurement of performance indicator		Smallest geographical jurisdiction for measurement of performance	
Measurement	Daily	Measurement	Transfer Station level

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7. HYGIENIC TRANSPORTATION OF MSW

Performance Indicator

Indicator	Unit	Definition
Hygienic transportation of MSW	%	Percentage of vehicles transporting MSW under hygienic conditions deployed for primary collection, secondary collection, transportation of MSW from transfer stations to integrated facility, etc.

Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of vehicles deployed for primary collection, secondary collection, transportation of MSW from transfer stations to integrated facility, etc.	Number	The total number of vehicles inspected daily by Independent Engineer – primary collection, secondary collection, transportation of MSW from transfer stations to integrated facility, etc.
b) Total number of vehicles transporting MSW under hygienic conditions	Number	Total number of vehicles transporting MSW under hygienic conditions during daily inspection of Independent Engineer - primary collection, secondary collection, transportation of MSW from transfer stations to integrated facility, etc as
Coverage	%	Coverage = $[(b/a)*100]$
Desired Level	%	100

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Measurement
Daily	GHMC level

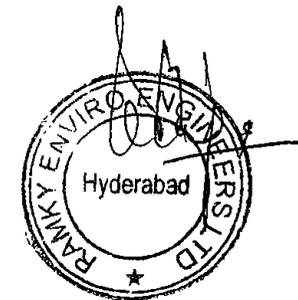
Note: Hygienic transportation means;

- Covered transportation
- No overflow of MSW
- No leakage of leachate, etc.

To the satisfaction of Independent Engineer / GHMC



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8. EFFICIENCY OF COLLECTION OF MUNICIPAL SOLID WASTE**Performance Indicator**

Indicator	Unit	Definition
Collection Efficiency	%	Total waste collected by concessionaire versus the total Waste generated within the GHMC excluding recycling or processing at the Generation point. [Typically, some amount of waste generated is either recycled Or reused by the citizen itself. This quantity is excluded from the total quantity Generated].

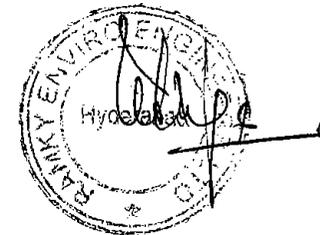
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total waste that is generated and which needs to be collected	Tons per day	Total waste generated shall be calculated based on the number of sources and their unit generation rate. This quantity shall be authenticated by the Independent Engineer after review of the first three months collection of MSW by the concessionaire. The quantity of waste generated shall be revised every 3 months by the Independent Engineer.
b) Total quantum of waste that is collected by the concessionaire	Tons per day	Total quantity of waste collected by the concessionaire. This should be based on actual weighment of the collected waste assessed at transfer stations. This Should exclude any special drives for waste collection, and waste generated from one-off activities such as demolitions, desilting canals, etc.
Collection Efficiency	%	Collection efficiency = [(b/a)*100]
Desired Level	%	100

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Measurement
Daily	GHMC level



Greater Hyderabad Municipal Corporation
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Ramky Enviro Engineers Ltd.

9. EXTENT OF SEGREGATION OF MUNICIPAL SOLID WASTE

Performance Indicator

Indicator	Unit	Definition
Extent of Segregation of waste	%	Segregation should be separation of bio-degradable waste and non bio-degradable. It is important that segregated waste collected, is not again mixed, but transported through the entire chain in a segregated manner. It is therefore important that this indicator is based on measurement of waste arriving in segregated manner at the integrated facility, rather than measuring the same at collection point.

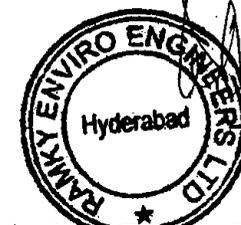
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Quantum of waste that is segregated	tons per day	Total quantum of waste that arrives in segregated manner at the integrated facility. Waste that arrives at these locations in an un-segregated manner should not be considered.
b) Total quantum of waste that is collected by the concessionaire	tons per day	Total quantity of waste collected by the concessionaire. This should be based on actual weighment of the collected waste assessed at integrated facility.
Extent of Segregation	%	Extent of Segregation = [(a/b)*100]
Desired Level	%	100% of the segregation levels committed by the concessionaire time to time (revised atleast once in every one year)

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Daily Measurement
	GHMC level



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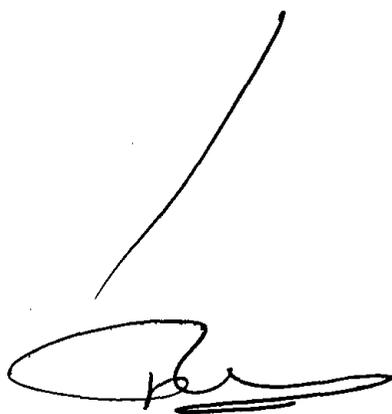
10. FUNCTIONING OF TRANSFER STATION**Performance Indicator**

Indicator	Unit	Definition
Functioning of Transfer Station	%	Total number of days functioning of transfer station as per the standards and O&M Plan / O&M Manual every week

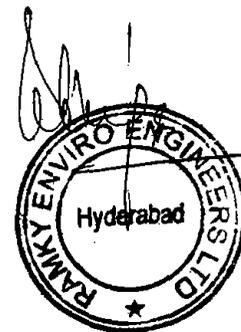
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of days	Number	Total number of days in the week
b) Total number of days transfer station functioned in the week	Number	Total number of days for which transfer station has functioned as per standards and O&M Plan / O&M Manual
Collection Efficiency	%	Collection efficiency = [(b/a)*100]
Desired Level	%	100

Minimum frequency of measurement of performance indicator	Smallest geographical jurisdiction for measurement of performance
Measurement	Weekly Measurement
	Transfer Station level



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11. FUNCTIONING OF INTEGRATED FACILITY**Performance Indicator**

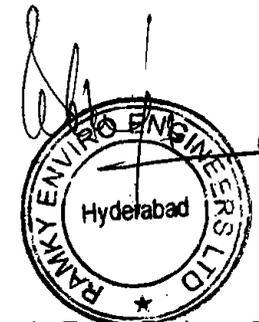
Indicator	Unit	Definition
Functioning of Integrated Facility	%	Total number of days functioning of integrated facility as per the standards and O&M Plan / O&M Manual every week

Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of days	Number	Total number of days in the week
b) Total number of days integrated facility functioned in the month	Number	Total number of days for which integrated facility has functioned as per standards and O&M Plan / O&M Manual and accepted the waste.
Collection Efficiency	%	Collection efficiency = [(b/a)*100]
Desired Level	%	100

Minimum frequency of measurement of performance indicator		Smallest geographical jurisdiction for measurement of performance	
Measurement	Weekly	Measurement	Integrated Facility level

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12. EXTENT OF MUNICIPAL SOLID WASTE RECOVERED**Performance Indicator**

Indicator	Unit	Definition
Extent of recovery of waste collected	%	This is an indication of the quantum of waste collected, which is either recycled or processed. This is expressed in terms of % of waste collected.

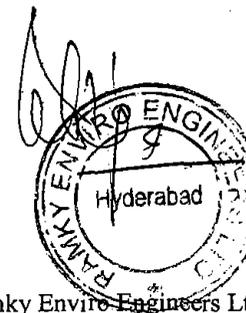
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Amount of waste that is processed or recycled	Tons per month	Total quantum of waste intake by waste processing/ recycling facilities. Inert matter, and other material refused by the processing / recycling facilities, which will go back to the landfills should be deducted from the intake quantities.
b) Total quantum of waste that is collected by the concessionaire	Tons per month	Total quantity of waste collected by the concessionaire. This should be based on actual weighment of the collected waste assessed at integrated facility.
Recovery	%	Extent of recovery = [a / b] * 100
Desired Level	%	80

Minimum frequency of measurement of performance indicator		Smallest geographical jurisdiction for measurement of performance	
Measurement	Daily	Measurement	GHMC level



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13. EXTENT OF SCIENTIFIC DISPOSAL OF MUNICIPAL SOLID WASTE**Performance Indicator**

Indicator	Unit	Definition
Extent of scientific disposal of waste in landfill sites	%	Amount of waste that is disposed in landfills that have been designed, built, operated and maintained as per standards laid down. This extent of compliance should be expressed as percentage of total quantum of waste disposed at landfill sites.

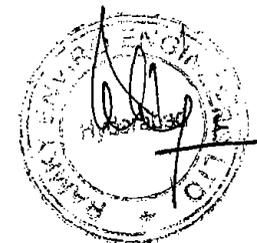
Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total waste disposed in "compliant" landfills every month	Tons per month	Daily log vehicles with waste being disposed at such "compliant" land fill sites should be maintained, at the active landfill cell.
b) Total waste disposed in all landfills every month	Tons per month	Total waste disposed after collection and recovery (if any) at landfills. This quantity should be based on actual measurement at weighbridges that are located at the entrance of landfill.
Extent of scientific disposal	%	Extent of scientific disposal = [a / b]*100
Desired Level	%	100

Minimum frequency of measurement of performance indicator		Smallest geographical jurisdiction for measurement of performance	
Measurement	Daily	Measurement	GHMC level



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14. EFFICIENCY IN REDRESSAL OF CUSTOMER COMPLAINTS**Performance Indicator**

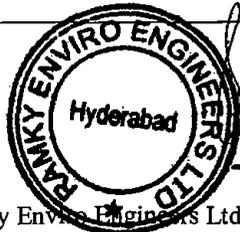
Indicator	Unit	Definition
Efficiency in redressal of customer complaints	%	Total number of MSW management related complaints redressed within 24 hours of receipt of complaint, as a percentage of the total number of MSW management related complaints received in the given time period

Data Requirements

Data required for calculating the indicator	Unit	Remarks
a) Total number of SWM related complaints received per month	Number per week	Total number of all MSW management related complaints from consumers received during the month. Systems for receiving and logging in complaints should be effective and easily accessible to the citizens.
b) Total number of complaints redressed within the month	Number per week	Total number of MSW management related complaints that are satisfactorily redressed within 24 hours or the next working day, within that particular week. Satisfactory resolution of the complaint should be endorsed by the person making the complaint in writing, as part of format / proforma that is used to track complaints.
Efficiency in redressal of complaints	%	Efficiency in redressal of complaints = [(b/a)*100]
Desired Level	%	95

Minimum frequency of measurement of performance indicator		Smallest geographical jurisdiction for measurement of performance	
Measurement	Weekly	Measurement	Circle level


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PENALTIES AND CONCESSIONAIRE'S EVENT OF DEFAULT W.R.T PERFORMANCE

S.No	Performance / Service Standards	Performance Target / Desirable Level	Tolerance Limit (T)	Penalty for Under Performance	Concessionaire's Event of Default
1	Door to door coverage of solid waste management services	100%	10%	$0.08 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
2	Number of bins attended	100%	5%	$0.04 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
3	Maintenance of the bins	100%	5%	$0.04 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 2 continuous weeks or if the monthly average of $(100 - P)$ is greater than Tolerance Limit
4	MSW management vehicles on the road – Primary Collection	100%	5%	$0.04 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit

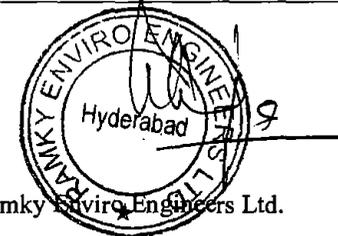

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Concession Agreement for Integrated Municipal Solid Waste Management Project at Hyderabad, Andhra Pradesh

S.No	Performance / Service Standards	Performance Target / Desirable Level	Tolerance Limit (T)	Penalty for Under Performance	Concessionaire's Event of Default
5	MSW management vehicles on the road - Secondary Collection	100%	5%	$0.04 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
6	MSW management vehicles on the road - Transportation	100%	5%	$0.1 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
7	Hygienic transportation of MSW	100%	5%	$0.04 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
8	Efficiency of collection of MSW	100%	5%	$0.04 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 3 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit



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Ramky Enviro Engineers Ltd.

Concession Agreement for Integrated Municipal Solid Waste Management Project at Hyderabad, Andhra Pradesh

S.No	Performance / Service Standards	Performance Target / Desirable Level	Tolerance Limit (T)	Penalty on not Meeting the Criteria	Concessionaire's Event of Default
9	Extent of segregation of municipal solid waste	100%	10%	$0.04 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
10	Functioning of transfer station (any operating transfer station)	100%	15%	$0.1 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 2 continuous weeks or if the monthly average of $(100 - P)$ is greater than Tolerance Limit
11	Functioning of integrated facility	100%	15%	$0.1 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 2 continuous weeks or if the monthly average of $(100 - P)$ is greater than Tolerance Limit
12	Extent of MSW recovered	80%	10%	$0.2 \times TFA \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 5 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit

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S.No	Performance / Service Standards	Performance Target / Desirable Level	Tolerance Limit (T)	Penalty on not Meeting the Criteria	Concessionaire's Event of Default
13	Extent of scientific disposal of MSW	100%	5%	$0.1 \times \text{TFA} \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 3 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
14	Efficiency in redressal of customer complaints	95%	5%	$0.04 \times \text{TFA} \times \{(100 - P)/100\}$	$0 < (100 - P) \leq T$ for 2 continuous days or if the bi-weekly average of $(100 - P)$ is greater than Tolerance Limit
15	Daily Collection of Waste	Daily	Nil	TFA	If the MSW is not collected continuously for 3 days

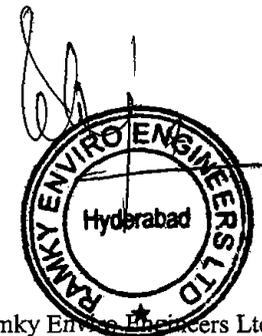
Note: The penalty clauses shall be read with reference to the Performance Standards

P means Performance Achieved as assessed by GHMC / Independent Engineer as per Performance Standards

TFA means the Total Tipping Fee Amount to be paid to the concessionaire on the particular day

T means Tolerance Limit

Greater Hyderabad Municipal Corporation
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Ramky Enviro Engineers Ltd.

AXIS B/HYD/BG/3530/08-09

February 20, 2009

To
**Commissioner Greater Hyderabad
 Municipal Corporation,
 Tank Bund Road,
 Hyderabad.**

Dear Sir,

Re: Issue of BG No. 0080100003530 dated 20.02.2009 for Rs.18,00,00,000/-

We forward herewith an Inland Bank Guarantee in original issued by us in your favour on behalf of **M/s.Ramky Enviro Engineers Ltd.**, The said Guarantee is valid up to **19.02.2011** (including of claim period).

The Bank shall be discharged from its liability on the expiry of the guarantee unless and until a written claim is lodged with branch before the expiry of the said guarantee inclusive of claim period of i.e. **19.02.2011**.

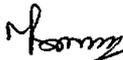
Note: "The beneficiary may in Their own interest may obtain a confirmation of the Guarantee from the AP Advances Cell of the Bank for checking the genuineness of the Bank Guarantee."

AXIS BANK Ltd
 AP Advances Cell
 Ground Floor,6-3-879/B
 Greenlands Road,Begumpet
Hyderabad-500016

Tel.040-66841188/66841177/ Fax: 23418128

Kindly acknowledge the receipt.

Yours faithfully,



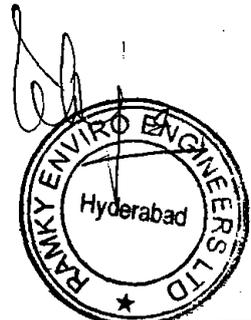

Authorised Signatory

Encl: One Original Bank Guarantee



SPECIAL COMMISSIONER

GREATER HYDERABAD MUNICIPAL CORPORATION
 Regd. Office : Irishul, 3rd Floor, Opp. Sathrareshwar Temple, Law Garden, Ellis Bridge, AHMEDABAD - 380 006.
 Branch Office : 6-3-879/B, 1st Floor, G. Pulla Reddy Bldg., Greenlands, Begumpet Road, Hyderabad - 500 016.
 Telephone Nos: 040-2340 0731/732, Fax No: 040-2340 7184, E-mail: hydbr@axisbank.com





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 184679
K. Rama Chandravathi

8/2/27 20/2/2009 100/-
L. No. Dt. Rs.

Sold To: Naren
No. 17/3/15/0 Chary r/o K. Ramesh
Kambay Diviso Engineers Pvt

K. RAMA CHANDRAVATHI
STAMP VENDOR (L. No:27/99, RL.No.16/2008);
6-3-387, Beside Banjara Durbar Hotel, Panjagutta,
HYDERABAD - 500 082. Phone. No. 2335179

B.G. No.	0080100003530
B.G. Amount Rs.	18,00,00,000/-
B.G. Date	20.02.2009
B.G. Expiry Date	19.02.2011
B.G. Claim Expiry Date	19.02.2011

BANK GUARANTEE

To
Commissioner Greater Hyderabad
Municipal Corporation
Tank Bund Road
Hyderabad

THIS DEED OF GUARANTEE executed on this the 20th day February 2009. We AXIS BANK LIMITED, a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at 'Trishul', 3rd Floor,

For AXIS BANK LTD.


Authorized Signatory
SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION

For AXIS BANK LTD.


Authorized Signatory
B.S.S.M. Bapi

B.G. No.	0080100003530
B.G. Amount Rs.	18,00,00,000/-
B.G. Date	20.02.2009
B.G. Expiry Date	19.02.2011
B.G. Claim Expiry Date	19.02.2011

Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and its Central office at Maker Towers "F", 13th floor, Cuffe Parade, Colaba, Mumbai 400 005 and one of its branch office at 6-3-879/B, Greenlands Road, Begumpet, Hyderabad-500016 (hereinafter referred to as the "Bank" which expression shall unless repugnant to context or meaning thereof, include its successors or assigns in business) hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Greater Hyderabad Municipal Corporation, represented by the Commissioner, Greater Hyderabad Municipal Corporation and having its office at Tank Bund, Hyderabad, hereinafter referred to as "GHMC", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Concession Agreement ("the Concession Agreement") being entered into between GHMC and M/s. Ramky Enviro Engineers Limited, a company incorporated under the Companies Act, 1956, having its registered office at "RAMKY HOUSE", Opp. Necklace Road Railway Station, Rajbhavan Road, Somajiguda, Hyderabad - 500 082, ("the Concessionaire"), the Concessionaire has been granted the Concession to implement the project envisaging collection & transportation of MSW, design, financing, construction, operations, maintenance of transfer stations and an integrated Municipal Solid Waste Processing and Engineered Sanitary Landfill facility at Jawaharnagar, Hyderabad, (hereinafter referred to as "the Project").
- B. In terms of Article 5.1 of the Concession Agreement, the Concessionaire is required to furnish to GHMC, an unconditional and irrevocable bank guarantee for an amount of Rs.18,00,00,000/- (Rupees Eighteen Crores Only) as security for due and punctual performance / discharge of its obligations under the Concession Agreement, relating to achievement of COD by the Concessionaire.
- C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

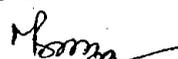
NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.


For AXIS BANK LTD.
 SPECIAL COMMISSIONER
 GREATER HYDERABAD MUNICIPAL CORPORATION
 Authorised Signatory
 MAY 10 2011



For AXIS BANK LTD.


 Authorised Signatory

M.V.K.S.S.N. Bapu Raju
 20/02/2009

B.G. No.	0080100003530
B.G. Amount Rs.	18,00,00,000/-
B.G. Date	20.02.2009
B.G. Expiry Date	19.02.2011
B.G. Claim Expiry Date	19.02.2011

Notwithstanding anything contained hereinabove, our liability is restricted to Rs. 18,00,00,000/ (Rupees Eighteen Crores Only) in the aggregate. This Guarantee will remain in force up to 19.02.2011 unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of 19.02.2011 all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

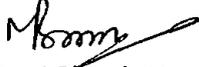
IN WITNESS WHEREOF THE GUARANTOR HAS SET IT'S HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

For AXIS BANK LTD.


Authorised Signatory

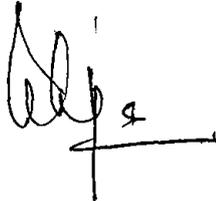
AJAY UDGIRKAR
SS.No:3185

For AXIS BANK LTD.


Authorised Signatory

M.V.K.S.S.N. Bapi Raju
SS.No.527


SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



Schedule 6**SCOPE OF WORK OF INDEPENDENT ENGINEER****1. Role of the Independent Engineer**

The Independent Engineer ("IE") is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the Independent Engineer is to:

- i) independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and O&M Requirements;
- ii) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- iii) assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- iv) review matters related to safety and environment management measures adopted by the Concessionaire for the Project.

2. Scope of Services

The services to be provided by the Independent Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

2.1 Implementation Period - Design and Planning

- (a) Ensure that all design work fully complies with all Applicable Laws and, in particular, MSW Rules governing the requirements of Municipal Solid Waste disposal.
- (b) Review all the drawings submitted by the Concessionaire and ensure conformity of the same with the Construction Requirements.
- (c) Review of the following submitted by the Concessionaire :
 - (i) Quality Assurance Plan;
 - (ii) Implementation Plan;
 - (iii) O&M Plan – Implementation Period.

2.2 Implementation Period - Construction Inspection and General Services

- 2.2.1 The Independent Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation of the Waste Processing Facility and the Landfill Facility and ensure compliance with the Construction Requirements. For this purpose the

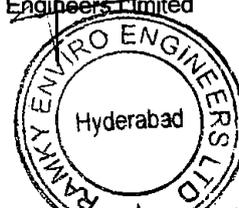


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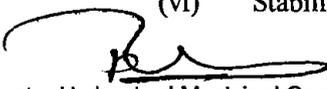
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Ramky Enviro Engineers Limited



Independent Engineer shall undertake, interalia, the following activities and where appropriate make suitable suggestions:

- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the GHMC's behalf as the GHMC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- (c) Designate tests on materials and/or equipment;
- (d) Review and approve test results and materials and/or equipment used in the Construction Works;
- (e) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The IE shall inform and advise the GHMC, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- (f) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the IE may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (g) Review, approve or disapprove drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- (h) Provide the services of a full time resident project representative during the period commencing from 7 seven days from the date of appointment of the IE until the expiry of the IE's appointment;
- (i) Provide the services of experts to check the quality of materials and the workmanship during the installation/contruction of the Waste Processing Facility, including the following:
 - (i) weigh bridge at the Project Facility entry gate;
 - (ii) windrow platforms;
 - (iii) drainage system;
 - (iv) leachate collection and treatment system;
 - (v) water supply system;
 - (vi) seiving mechanism for the Residual Inert Matter;
 - (vii) quality control laboratory and associated equipments;
 - (viii) electrical systems.
- (j) Provide the services of experts to check the quality of materials and the workmanship during the installation/contruction of the the Landfill Facility, including the following:
 - (i) weigh bridge at the Landfill Facility gate;
 - (ii) drainage system;
 - (iii) leachate collection system;
 - (iv) leachate treatment plant
 - (v) composite liner system of the Engineered Sanitary Landfill;
 - (vi) Stability of the Engineered Landfill upto Final Cover


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Ramky Enviro Engineers Limited

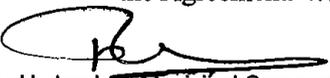
SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



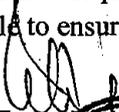
- (vii) testing laboratory and associated equipments
 - (k) Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
- 2.2.2 The IE shall attend regular meetings (“Project Review Meetings” or “PRMs”) with the GHMC and the Concessionaire, to be held at least once in every two week during the Implementation Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work. The IE shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.
- 2.2.3 The IE shall prepare and submit to GHMC, Fortnightly Progress Reports including the following:
- (a) Daily progress of works;
 - (b) Slippages, if any, in the construction vis-à-vis planned construction schedule and the reasons thereof;
 - (c) Construction schedule for the succeeding week;
 - (i) Report on Tests
 - (ii) Report on notices issued
 - (d) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
 - (e) Photographic record of progress of works over the previous week.
- 2.2.4 The IE shall provide all other services as normally provided by an architect-engineer.

2.3 Active Operations Period

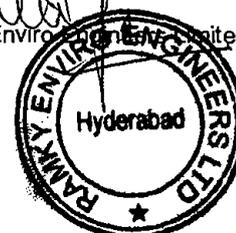
- 2.3.1 During this period the Independent Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:
- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
 - (b) Act on the GHMC’s behalf as the GHMC’s representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
 - (c) Designate tests on materials and/or equipment;
 - (d) Review and approve test results and materials and/or equipment used;
 - (e) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The IE shall inform and advise the GHMC, in a timely manner all matters relating to the execution, progress, and completeness of works;
 - (f) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction


Greater Hyderabad Municipal Corporation

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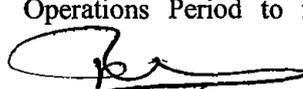

Ramky Environmental Engineers Ltd

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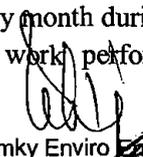


- of defective work, the IE may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (g) Review, approve or disapprove drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
 - (h) Provide the services of a full time resident project representative during the period commencing from 7 seven days from the date of appointment of the IE until the expiry of the IE's appointment;
 - (i) In addition to the daily responsibilities, conduct a general inspection of the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Construction Requirements and O&M Requirements;
 - (j) Provide the services of experts to check the quality of materials and the workmanship during the construction of the the Landfill Facility, including that of the following:
 - (i) leachate collection system;
 - (ii) intermediate liner system of the Engineered Sanitary Landfill;
 - (iii) daily cell cover;
 - (iv) gas venting and flaring system;
 - (v) slope stability of the Engineered Sanitary Landfill;
 - (vi) final cover system.
 - (k) Inspect and certify the quality of Municipal Solid Waste supplied by GHMC, when required
 - (l) Inspect and certify the quality of compost being sold or otherwise disposed outside the Site
 - (m) Inspect and certify composition of the Residual Inert Matter
 - (n) Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
 - (o) Review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalising the same. The Independent Engineer shall also consult GHMC prior to finalisation of the O&M Plans;
 - (p) Periodically review the O&M Manual for adequacy;
 - (q) Monitor Operation and Maintenance activities (including maintenance of Project Facilities and equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
 - (r) Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
 - (s) Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire and suggest suitable remedial measures/ procedures, where necessary.

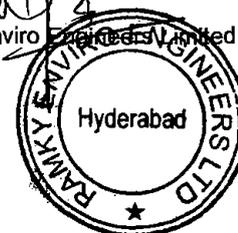
2.3.2 The IE shall attend regular meetings ("Project Review Meetings" or "PRMs") with the GHMC and the Concessionaire, to be held at least once in every month during the Active Operations Period to report on progress and quality of work performed by the


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Concession Agreement for Integrate Municipal Solid Waste Management Project at Hyderabad, Andhra Pradesh

Concessionaire and to discuss problems or other pertinent matters relating to the work. The IE shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.

- 2.3.3 The IE shall prepare and submit to GHMC, Monthly Project Reports including the following:
- (a) Report on Tests
 - (b) Report on notices issued
 - (c) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
 - (f) Photographic record of progress of works over the previous week.

2.4 Handback of Waste Processing Facilities to GHMC

- 2.4.1 At the time of handing back the Waste Processing Facilities to GHMC at the end of Active Operations Period, the IE shall:
- (a) monitor and certify compliance with the Handback Requirements,
 - (b) issue a Certificate of Compliance with Handback Requirements to the Concessionaire,
 - (c) assist in preparation of the Post Closure Maintenance Plan

2.5 Post Closure Period

- 2.5.1 During the Post Closure Period, the IE shall monitor and certify compliance with the Post Closure Maintenance Plan.
- 2.5.2 Attend meetings with the GHMC and the Concessionaire, to be held at intervals as mutually decided upon by the Parties, to discuss problems or other pertinent matters relating to the Project. The IE shall take notes at the meetings and provide a copy of the minutes of such meetings to each person who attended the meeting.

2.6 Meetings, Records and Reporting

- 2.6.1 In addition to attending the meetings hereinabove mentioned, the IE shall also participate in emergency or extra-ordinary meetings of the Parties held to deal with any Force Majeure Event or other exigencies.
- 2.6.2 The Independent Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
- (i) Manpower deployed and other organisational arrangements of the Independent Engineer;



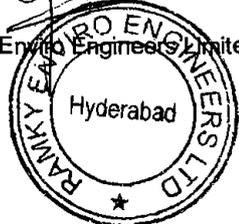
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Ramky Engineers Limited



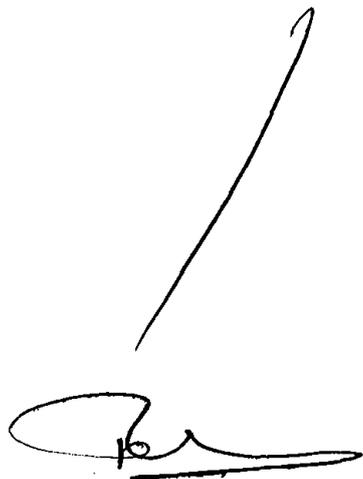
RAMKY ENGINEERS LTD
Hyderabad

Concession Agreement for Integrate Municipal Solid Waste Management Project at Hyderabad, Andhra Pradesh

- (ii) Reviews of documents submitted to it by the Concessionaire to meet Construction Requirements and O&M Requirements, such as manuals, Drawings, As Built drawings, schedules, plans and reports;
- (iii) Inspections undertaken and notices/ instructions issued to the Concessionaire;
- (iv) Review of compliance with Construction Requirements and O&M Requirements;
- (v) Tests;
- (vi) Concession Payments / Tipping Fees certified;
- (vii) Change in Law;
- (viii) Force Majeure Events;
- (ix) Breaches and defaults by the Parties; and
- (x) Handback Requirements

2.6.3 The Independent Engineer would be required to submit the following reports to the Parties during the Concession Period:

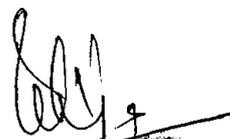
- (a) Implementation Period
 - (i) Fortnightly Progress Report (in accordance with Article 2.2.3 above)
 - (ii) Readiness Certificate (including Provisional Readiness Certificate)
 - (iii) Any supplemental or special report that may be considered necessary by the Independent Engineer (including Force Majeure, and breach of obligations).
- (b) Active Operations Period
 - (i) Monthly Project Report (in accordance with Article 2.3.3 above)
 - (ii) Any supplemental or special report that may be considered necessary by the Independent Engineer (including Force Majeure, and breach of obligations)
 - (iii) Annual Review of O&M Manual
- (c) Report on Handback Requirements.
- (d) Any other report as may be reasonably required by GHMC or as may be necessary to give effect to the provisions of the Agreement.



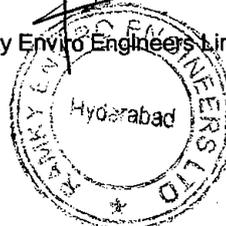
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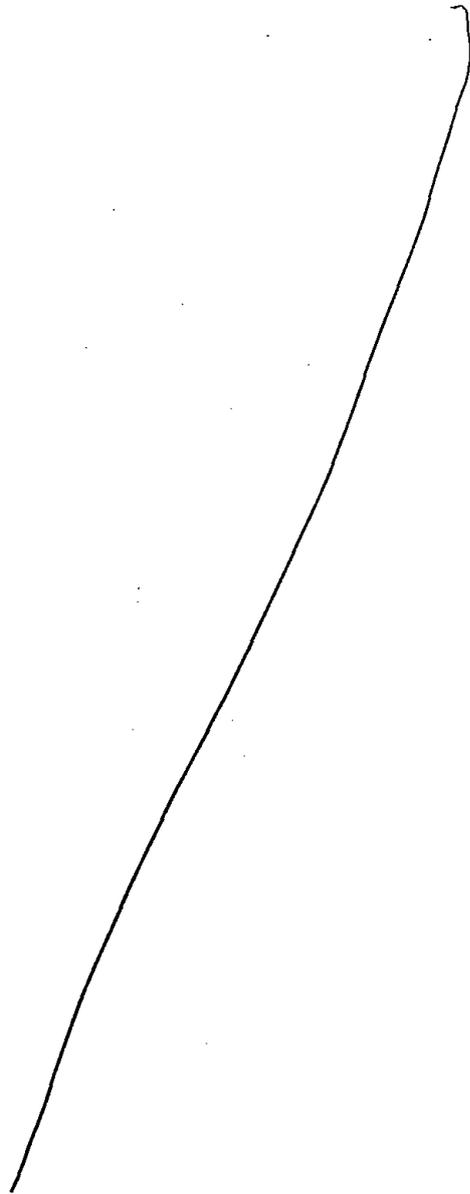


Concession Agreement for Integrate Municipal Solid Waste Management Project at Hyderabad, Andhra Pradesh

Schedule 7

OPERATIONAL PLAN

(TO BE SUBMITTED BY THE CONCESSIONAIRE)

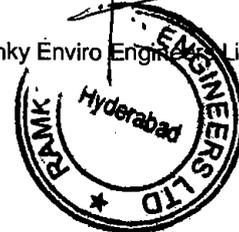


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Scheule 8**LIST OF EXISTING ASSETS**

Asset	Unit	Number
Bins and Vehicles		
Dumper Bins	No.	3000
Dumper Placers	No.	185
25T Tippers	No.	39
16T Tippers	No.	63
6T Tippers	No.	200
Compactors	No.	8
Transfer Stations	No.	3
Sites for New Transfer Stations		
Fathullaguda	Acers	45
Shamshiguda	Acers	23
Gandhamguda	Acers	10
Site for Integrated Facility		
Jawaharnagar	Acers	350

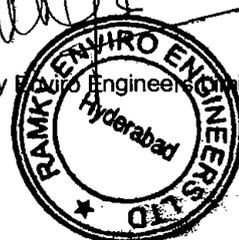
Refer Project Information Memorandum for the description



Greater Hyderabad Municipal Corporation

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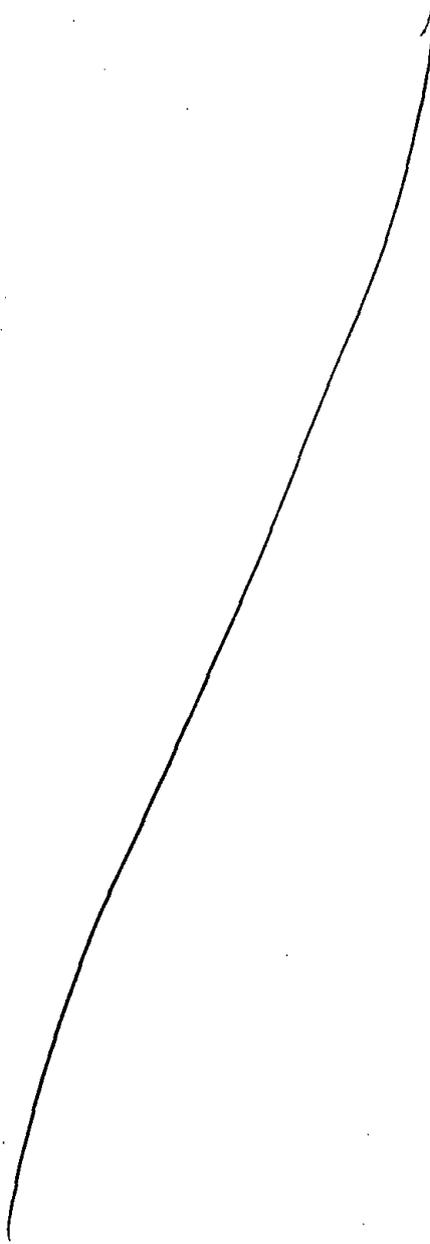
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Ramky Engineers Limited
Hyderabad

Schedule 9

**Copies of Agreement Executed between GHMC and Other Developers
(Selco International Limited, RDF Power Projects Limited)**

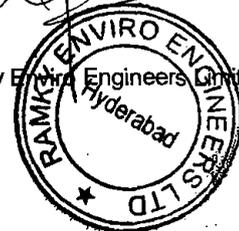


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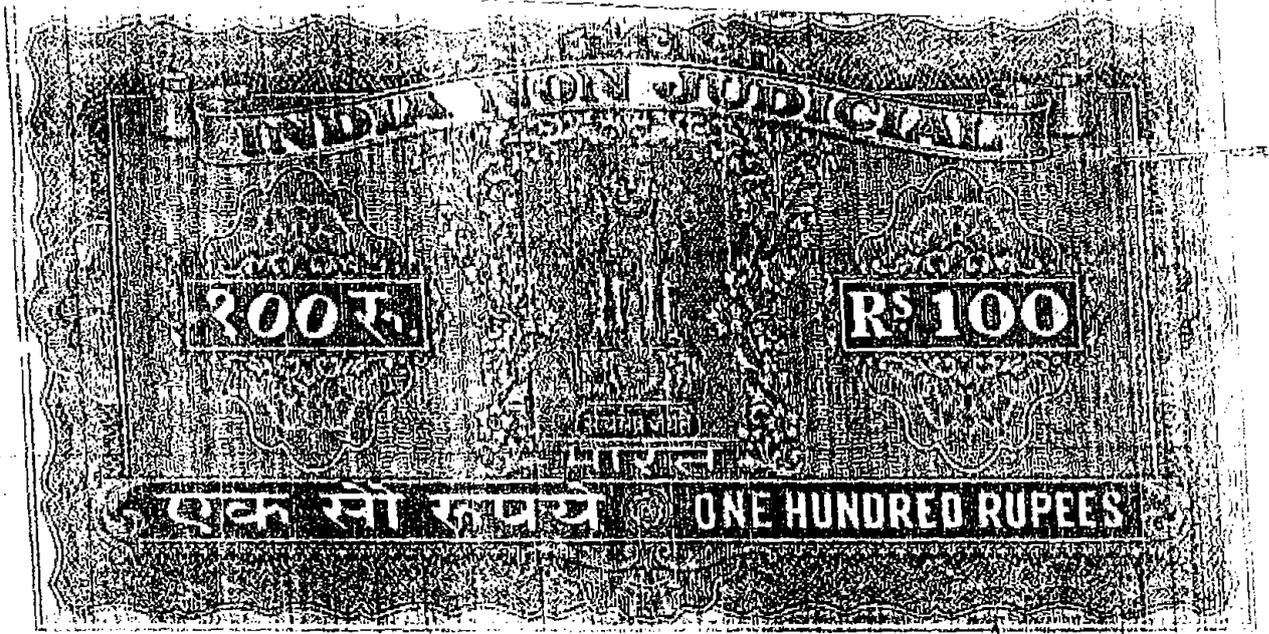
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Ramky Enviro Engineers Limited



Agreement made between GHMC & Power Projects for Supply of MSW

100Rs



11640 out/5/97 100/- 82102 Seiko
 Sold to: S. N. Ramakrishna
 No. 870 G.S. Residance 10 yd
 For Whome: Seiko International Ltd 10 yd

Agreement No.Dt. 24-5-1997.

AGREEMENT

This agreement is made and entered into on Twenty fourth day of May Nineteen Ninty Seven (24-5-1997)

BETWEEN

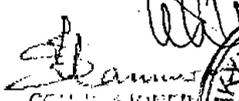
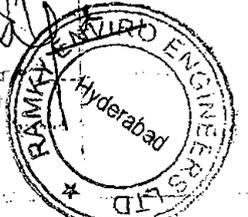
The Municipal Corporation of Hyderabad, a body Corporation constituted under Hyderabad Municipal Corporation Act, 1955, having its Head Office at Tankbund, Hyderabad-500 029. (Hereafter referred as Corporation) of the one part

AND

M/s Seiko International Limited, the company registered under the Companies Act, 1956, having its registered office at 1-1-336/49, Viveknagar, Mushaerabad (PO), Hyderabad-500 020. (Hereinafter referred as Company) of the other part.

Whereas to supplement the available resources for disposal of Municipal Solid Waste, generated in and around Corporation area, the Corporation wishes to encourage proper and systematic disposal of MSW and to make the same available to private entrepreneurs for manufacture of Refuse Derived Fuel, Pellets and Co-products or for generation of power.


 SPECIAL COMMISSIONER
 GREATER HYDERABAD MUNICIPAL CORPORATION


 Seiko International Limited
 Hyderabad


And whereas the company after having understood the physical and chemical constituents of the municipal solid waste generated in and around Corporation area, desires to establish a project for generation of power from MSW in two phases, Phase-I costing Rs. 6.5 crores and Phase-II costing Rs. 27.5 crores. at the location mentioned hereunder for conversion of 700 MT per day of municipal solid waste into fuel pellets by the process called pelletisation. The details of the process are at Annexure-I. The company intends to implement Phase-I immediately in which pelletisation plant for 700 TPD of MSW will be established and after commissioning of phase-I, the work on power plant i.e phase II will be commenced within 6 months of the completion of Phase-I.

And whereas the Company has deposited an amount of Rs. 16.25 lakhs (Rupees Sixteen lakhs twenty five thousand only) vide Bank Guarantee No. 076/31/1997-98, Dated. 24-5-1997, Andhra Bank, Chikkadpally equivalent to 2 1/2% of the project cost of Rs. 6.5 crores (Phase I) towards performance guarantee of phase-I.

And whereas in order to achieve the corporate goals of the two organisations, the parties of the two parts mentioned above have agreed with mutual consent for the terms and conditions mentioned hereunder :

I. The company shall establish and commission the plant at the location mentioned hereunder for the conversion of 700 tonnes per day of municipal solid waste into RDF pellets within 18 (Eighteen) months from the date of allotment of 10 (Ten) acres of land on lease as per the schedule of progress given below :

1. First Quarter	Development of land and finance
2. Second Quarter	Planning and design of mechanical civil works.
3. Third Quarter	Construction of Civil Works
4. Fourth Quarter	Construction of civil works
5. Fifth Quarter	Erection of mechanical plants.
6. Sixth Quarter	Testing and commencement.

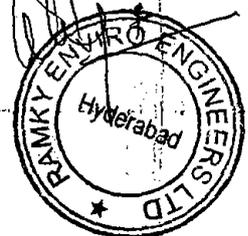
II. The company is responsible for securing all funding necessary to establish a functioning plant. The Corporation is under no obligation, neither written nor implied to fund or guarantee funding for the plant. Loan repayment is the sole responsibility of the company.

For Scho International Ltd.

Director.

COMMISSIONER
Municipal Corporation of Hyderabad

SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



III. The company is responsible for a complete functioning of MSW destruction and recycling system. It shall operate the plant according to the standards of Andhra Pradesh/Central Pollution Control Board norms and Municipal Bye-laws. The responsibility for obtaining necessary clearance from Pollution Control Board and others will rest with the Company.

IV. The company shall establish and commission the plant according to the schedule given under clause-I. Any slackness in the schedule is liable for penalty. The delay in the commissioning will be penalised as under :

DELAY

PENALTY

0 to 6 Months

Amount equivalent to the cost of lifting of 10% of the required MSW plus royalty payable.

If the company fails to pay the penalty within 30 days on receipt of such notice, the Corporation is vested with the right to draw the amount from the performance deposit in which case written intimation will be given to the company to this effect.

V. After 2(Two) years from the date of handing over the land, if the company fails to commission the plant though partly installed, this agreement stands cancelled duly forfeiting the entire performance deposit including cancellation of lease deed for the land allotted. The company will be allowed 3 months for removing their structures and machinery thus installed, failing which the structures and machinery become the property of Corporation.

VI. The Company shall collect and transport the MSW to an extent of 175 TPD (75% of the requirement) at its costs to their plant site from the designated areas identified by the Corporation.

VII. The Corporation shall supply MSW to an extent of 75% of the requirement of the plant i.e. 525 TPD with 10% plus or minus variation. Under no circumstances, the assured supply of MSW by the Corporation to the company's plant site will exceed 75% of the plant capacity i.e. 525 TPD plus or minus 10% variation.

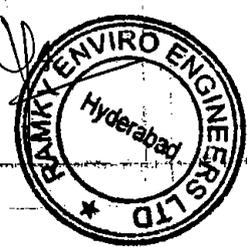
VIII. The company shall attain full capacity of the plant within three months from the date of commissioning the plant. Any slackness in attaining the full capacity of the plant is liable for penalty at the rate of Rs.20/- per M.T of the Municipal Solid Waste supplied by the Corporation, but unused by the Company.

IX. The company cannot either increase or decrease the plant capacity, nor close the plant temporarily except with the written permission of the Corporation to that effect and which will be accorded after being satisfied that the company has made alternative arrangement for the lifting and disposal of MSW daily generated in the area demarcated to the company.

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SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION

[Handwritten signature]
General Manager
Municipal Corporation of Hyderabad



X. The Company can apply at any later date to the Corporation to increase the capacity of the plant in writing atleast six months in advance. The Corporation in turn after examining the proposals and obtaining necessary information from the company can permit the company to increase the plant capacity as applied for or restrict the capacity sought for, or reject the application depending upon the quantity of MSW generation within the designated area.

XI. The company shall pay royalty to the Corporation against the supply of MSW to the plant site at Rs. 10/- per metric tonne of Municipal Solid Waste supplied at the plant site by the Corporation. The royalty will be paid by the company to the Corporation once in a month before 5th of following month of supplies of MSW by the Corporation. Any delay in the payment of royalty after the said date will attract interest at 18% p.a. to be calculate on weekly rests.

XII. The Corporation shall provide the land to an extent of 10 (Ten) acres at Gandamguda, Rajendranagar Mandal, R.R district in Survey No.43 on lease for a period of 30 (Thirty) years for which lease deed shall be executed separately between the two parties within 15 (fifteen) days from the date of this agreement.

The company shall pay the lease rental calculated at 5% of the land value per annum as revised by the Government from time to time. The registration value of the land shall constitute the basis for arriving at lease rental per annum.

XIII. The company shall make its own arrangements for storage of MSW supplied by Corporation, required for minimum of 15 days so that the plant will run at its full capacity even when the Corporation is unable to deliver the assured supply of MSW. If the shortfall in supply continues beyond 15 days the Corporation shall pay Rs.20/- per M.T of shortfall of Municipal Solid Waste.

XIV. The company shall have exclusive rights to sell and or dispose of the pellets and reclaimed material for such consideration and on such terms and conditions as it may deem fit and proper. It is the responsibility of the company to dispose of the factory waste at the designated places identified by the Corporation within a radius of 20 (Twenty) KMs from the plant.

XV. PROGRESS REPORT : The company shall furnish a progress report to the Corporation every quarter after the date of taking over the land or at such other intervals as the Corporation may reasonably request on the progress of the development of the land and installation of machinery including action taken or events occurring since last such progress report and a statement of the company's reasonable expectations as to whether and when each such condition that has not yet been fulfilled will be fulfilled.

XVI. Right to inspect the Plant : The Corporation represented by its authorised officials or nominees have got right to inspect the plant and machinery of the company as and when necessary.


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GREATER HYDERABAD MUNICIPAL CORPORATION



XVII. Variation : No variation to this agreement shall be affected unless made in writing and signed by or on behalf of the parties and mutually agreed upon.

XVIII. Force Majeure : No party to this agreement shall be liable for failure to fulfil any obligation under this agreement due to fire, tempest, flood or other acts of God, war, revolution, civil disturbances, riots, blockades, government restraints, military actions, industrial lockouts, strikes or any other act whose causes are beyond the parties control.

XIX. Severability : If any provision of this agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this agreement and shall not invalidate or cause invalidation or render unenforceable the remainder of the Agreement.

XX. Termination : Upon written notice of default of any provisions of this agreement, the breaching party shall have ninety (90) days to cure the breach from the date of mailing of the notice by priority/express courier mail service, properly addressed as herein set out. If the breach is not cured beyond the ninety(90) days period, then at the option of the party giving notice, the agreement shall stand terminated.

This agreement may be terminated at any time upon the written mutual consent of the parties hereto.

XXI. Correspondence : All notices and correspondence provided for in the present agreement shall be given by priority/express courier, mail service properly addressed as herein : (or to such address as may be subsequently revised).

The Corporation : The Commissioner
Municipal Corporation of Hyderabad
Municipal Complex, Tankbund Road
HYDERABAD-500 029.

The Company : M/s Seico International Limited,
1-1-366/49, Viveknagar,
Musheerabad, Hyderabad-500 020.

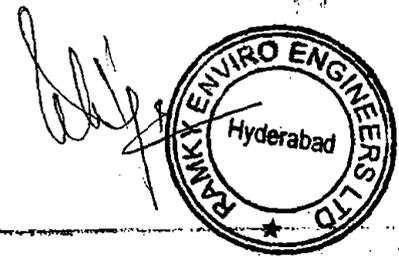
XXII. Entire Agreement : A waiver of the breach of any terms of the present agreement shall not be interpreted as a waiver of the term itself, and the parties hereto shall retain all legal and equitable remedies hereunder without regard to prior waiver of any breach.

XXIII. Jurisdiction : Any controversy or claim arising out, or relating to this agreement or breach thereof, at the option of any party, may be settled in any court at Hyderabad having its jurisdiction thereof.

For Seico International Ltd.,

Managing Director.

COMMISSIONER
Municipal Corporation of Hyderabad



This writing including annexures (...no. pages) enclosed constitute the entire agreement between the parties relating to the subject matter thereof and supersedes all prior agreements, verbal or written. This agreement may be modified or amended only by an instrument in writing executed by both parties. This agreement shall be governed and construed in accordance with the laws of the Municipal Corporation of Hyderabad applicable to contracts made and to be performed therein. Any action to interpret or enforce this agreement shall be brought in the state of Andhra Pradesh.

Intending to be legally bound, the duly authorised representatives of the parties hereby execute this agreement as of the date first written above.

The Company : For Sale of Municipal Plot,

Signature of the Representative

Date 12-5-87

The Corporation :

Signature of Representative

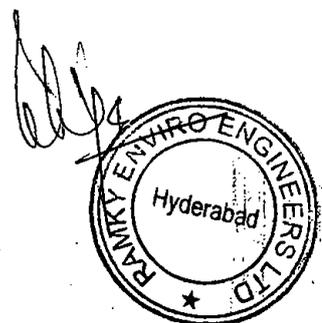
Date :

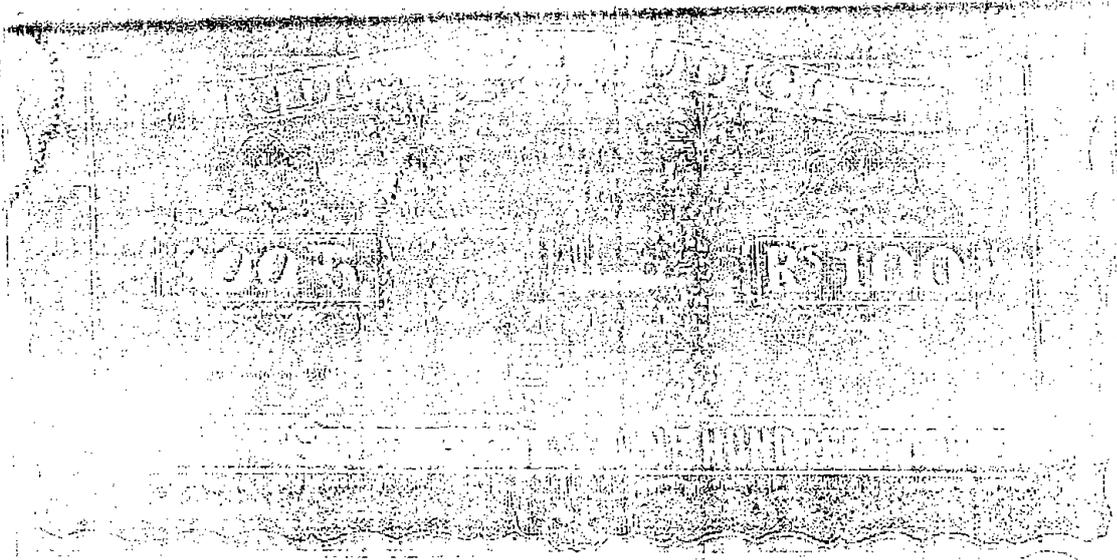
COMMISSIONER
Municipal Corporation of Hyderabad

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SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION.





55317 AP-23-1-J

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on 18-05-2000 (Eighteenth day of May Two Thousand)

BETWEEN

The Municipal Corporation of Hyderabad, a body Corporation constituted under Hyderabad Municipal Corporation Act 1955, having its Head Office at Tankbund, Hyderabad - 500 029. (Hereinafter referred as the Corporation) on the first part.

AND

M/s RDF Power Projects Limited, a company incorporated under the Indian Companies Act 1956 having its Registered Office at 318, 3rd Floor, Auratha Vile, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082, represented by M.Venkateshwarlu, s/o late M.Kannakiah, Managing Director (Hereinafter referred as the Company) on the second part.

Whereas to supplement the available resources for disposal of Municipal Solid Waste, generated in and around the Corporation area, the Corporation wishes to encourage proper and systematic disposal of MSW and to make the same available to private entrepreneurs for manufacture of Refuse Derived Fuel for generation of power and co-products and/or other allied activities

And whereas the company after having understood the physical and chemical constituents of the Municipal solid waste generated in and around the Corporation area desires to establish a project for generation of power from Municipal Solid Waste at a project cost of Rs. 47.20 Crores at the location mentioned hereunder for conversion of 700 MT per day of municipal solid waste into fuel. The details of the process are at Annexure-1. The company intends to commence the project work from the month of June/July 2000.

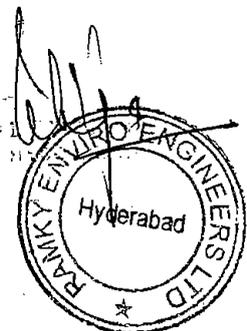
For RDF POWER PROJECTS LIMITED

[Signature]

M. VENKATESHWARLU
Managing Director

[Signature]
COMMISSIONER & SPECIAL
MUNICIPAL CORPORATION OF N

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SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



And whereas the company has deposited an amount of Rs. 5 lakhs (Rs. Five Lakhs only) vide Demand Draft bearing No. 611005 dated: 08-03-2000 issued by the State Bank of Hyderabad towards the Performance Guarantee/FMD.

And whereas in order to achieve the corporate goals of the two organisations, the parties to the agreement mentioned above have agreed with mutual consent for the terms and conditions mentioned hereunder.

I. The company shall establish and commission the plant at the location mentioned hereunder for the conversion of 700 MT per day of municipal solid waste into RDF based power system in 18 (Eighteen) months from the date of allotment of 10 (Ten) acres of land on lease as per the schedule of progress given below:

1) First Quarter	:	Site preparation, surfacing and fencing.
2) Second Quarter	:	Planning and designing of mechanical civil works.
3) Third Quarter	:	Construction of buildings - Main & Control.
4) Fourth Quarter	:	Construction of buildings.
5) Fifth Quarter	:	Erection of machinery.
6) Sixth Quarter	:	Testing and commencement

II. The Company is responsible for securing all funding necessary to establish the power plant. The Corporation is under no obligation, neither written nor implied to fund or to guarantee funding for the plant. Loan repayment is the sole responsibility of the Company.

III. The Company is responsible for the complete functioning of MSW destruction and recycling system. It shall operate the plant according to the standards of Andhra Pradesh - Central Pollution Control Board norms and Municipal bye-laws. The responsibility for obtaining the necessary clearances from the Pollution Control Board and others will rest with the company before entering Land Lease Agreement.

IV. The company shall establish and commission the plant according to the schedule given under clause-I. Any slackness in the schedule is liable for penalty. The delay in the commissioning will be penalised as under.

Any delay from 0 to 6 months will attract a penalty of an amount equivalent to the cost of lifting of 10% of the required MSW plus Royalty payable.

If the Company fails to pay the penalty within 30 days on receipt of such notice the Corporation is vested with the right to draw the amount from the Performance Deposit in which case a written intimation will be given to the Company to this effect.

V. If the Company fails to commission the plant after 2 (two) years from the date of handing over the land, though partly installed, this agreement stands cancelled duly forfeiting the entire Performance Deposit including cancellation of Lease Deed for the land allotted. The company will be allowed three months time for removing their structures and machinery thus installed, failing which the structures and machinery become the property of the Corporation.

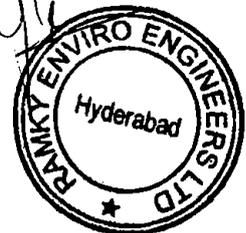
VI. The Company shall collect and transport the MSW to an extent of 70 TPD (10% of the allotment) at its cost to their plant site from the designated areas identified by the Corporation.

VII. The Corporation shall supply MSW to an extent of 90% of the allotment i.e. 630 TPD with 10% plus or minus variation. Under no circumstances, the assured supply of MSW by the corporation to the company's plant site will exceed 90% of the allotment i.e. 630 TPD plus or minus 10% variation.

VIII. The Company shall attain full capacity of the plant within three months from the date of commissioning the plant. Any slackness in attaining full capacity of the plant is liable for penalty at the rate of Rs.20/- (Rs. Twenty only) per MT of the municipal solid waste supplied by the Corporation - but unused by the company.

For RDF POWER PROJECTS LIMITED

M. VENKATESHWARLU
Managing Director



IX. The Company cannot either increase or decrease the plant capacity, nor close the plant temporarily except with the written permission of the Corporation to that effect and which will be accorded after being satisfied that the company has made alternative arrangements for the lifting and disposal of MSW daily generated in the area demarcated to the company.

X. The Company can apply at any later date to the Corporation to increase the capacity of the plant in writing at least six months in advance. The Corporation in turn after examining the proposals and obtaining necessary information from the Company can permit the Company to increase the plant capacity as applied for or restrict the capacity sought for or reject the application depending upon the quantity of MSW generation within the designated area.

XI. The Company shall pay royalty to the Corporation against the supply of MSW to the plant site at Rs.100/- per MT of municipal solid waste supplied at the plant site by the Corporation. The royalty will be paid by the company to the Corporation once in a month before 5th of following month of supplies of MSW by the Corporation. Any delay in the payment of royalty after the said date will attract interest at 18% p.a. to be calculated on weekly rests.

XII. The Corporation shall provide the land to an extent of 10 (Ten) acres at Auto Nagar, Mausoorabad, on lease for a period of 30 (Thirty) years for which the registered Lease Deed shall be executed separately between the two parties within 15 (Fifteen) days from the date of this agreement. The Company shall pay the lease rent calculated @ 5% of the land value per annum as revised by the Government from time to time. The Registration value of the land shall constitute the basis for arriving at lease rent per annum.

XIII. The Company shall make its own arrangements for storage of MSW supplied by Corporation, required for minimum of 15 days so that the plant will run at its full capacity even when the Corporation is unable to deliver the assured supply of MSW. If the shortfall in supply continues beyond two weeks the Corporation shall pay Rs. 20/- per MT of shortfall of Municipal Solid Waste.

XIV. The Company shall have exclusive rights to sell and or dispose of the fuel and reclaimed material for such consideration and on such terms and conditions, as it may deem fit and proper. It is the responsibility of the Company to dispose of the factory waste at the designated places identified by the Corporation within a radius of 20 (Twenty) KM from the plant.

XV. Progress Report:

The Company shall furnish a progress report to the Corporation every quarter after the date of taking over the land or at such other intervals as the Corporation may reasonably request on the progress of development of the land and installation of machinery including action taken or events occurring since last such progress report and a statement of the company's reasonable expectations as to whether and when each such condition that has not yet been fulfilled will be fulfilled.

XVI. Right to inspect the Plant:

The Corporation represented by its authorised officials or nominees have got right to inspect the plant and machinery of the company as and when necessary.

XVII. Variation:

No variation to this agreement shall be affected unless made in writing and signed by or on behalf of the parties and mutually agreed upon.

XVIII. Force-Majeure

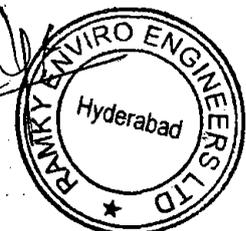
No party to this agreement shall be liable for failure to fulfil any obligation under this agreement due to fire, tempest, flood or other acts of God, War, revolution, civil disturbances, riots, blockades, Government restraints, military actions, industrial lockouts, strikes or any other act whose causes are beyond the parties control.

For RDF POWER PROJECTS LIMITED

M. VENKATESHWARLU
Managing Director

COMMISSIONER & SPECIAL OFFICER
MUNICIPAL CORPORATION OF HYDERABAD

SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



XIX Severability:

If any provision of this agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this agreement and shall not invalidate or cause invalidity or render unenforceable the remainder of the agreement.

XX Termination:

Upon written notice of default of any provisions of this agreement, the breaching party shall have ninety (90) days to cure the breach from the date of mailing of the notice by priority express courier mail service, properly addressed as herein set out. If the breach is not cured beyond the ninety (90) days period, then at the option of the party giving notice, the agreement shall stand terminated. This agreement may be terminated at any time with the written mutual consent of the parties hereto.

XXI Correspondence:

All notices and correspondence provided for in the present agreement shall be given by priority express courier mail service properly addressed as herein (or to such address as may be subsequently revised).

The Corporation : The Commissioner,
Municipal Corporation of Hyderabad,
Municipal Complex, Tankband Road,
Hyderabad - 500 029.

The Company : The Managing Director,
RDF Power Projects Limited,
318, "Aarutha Ville", Raj Bhuvan Road,
Somajiguda, Hyderabad - 500 082.

XXII Entire Agreement:

A waiver of the breach of any terms of the present agreement shall not be interpreted as a waiver of the term itself, and the parties hereto shall retain all legal and equitable remedies hereunder without regard to prior waiver of any breach.

XXIII Jurisdiction:

Any controversy or claim arising out of, or relating to this agreement or breach thereof, at the option of any party, may be settled in any court at Hyderabad having its jurisdiction thereon.

This writing including annexures (four pages enclosed) constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes all prior agreements, verbal or written. This agreement may be modified or amended only by an instrument in writing executed by both the Parties. This agreement shall be governed and construed in accordance with the laws of the Municipal Corporation of Hyderabad applicable to contracts made and to be performed therein. Any action to interpret or enforce this agreement shall be brought in the state of Andhra Pradesh.

Intending to be legally bound, the duly Authorized Representatives of the parties hereby execute this agreement as of the date first written above.

For and on behalf of the Company:

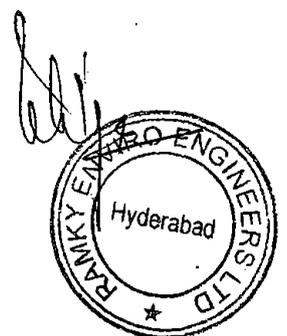
For and on behalf of the Corporation:

For RDF POWER PROJECTS LIMITED

M. Venkateshwaklu
M. VENKATESHWAKLU
Managing Director

COMMISSIONER & SPECIAL
MUNICIPAL CORPORATION OF HYDERABAD

[Signature]
SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



Flue Gas Treatment System :

All flue gas has to pass through a specially designed Bag House prior to scrubbing with water/alkali solution before discharge to atmosphere. Effective controls are in place to ensure that the gaseous effluent meets the EPA requirements.

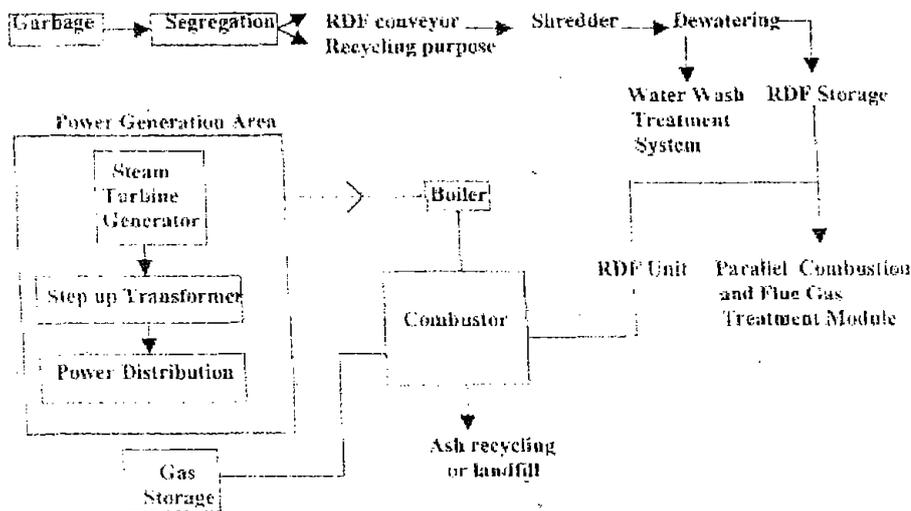
Liquid effluents resulting from the neutralization of hydrochloric acid and the caustic wash are given a cleaning treatment to EPA requirements before discharging or evaporated to produce a salt residue. Because of the extensive recycling and pretreatment of the municipal waste prior to entering the combustion chamber, the emissions are greatly reduced and particularly toxic items such as cadmium and mercury are not present.

Solid residues of inert ash are used to make bricks which can be used in the parks, gardens or for any other suitable construction activity.

Liquid Waste Treatment :

The mildly contaminated aqueous waste from the scrubber can be used as quench for the combustor. According to the amount and composition of rubbish to be dealt with, the waste water effluent in the plant will be approximately 30 TL/day which is treated by metal salt coagulation, pH adjustment and settling prior to discharge. Treated plant waste water can also be used as spray cooler water to hot gas flows. The following is the Schematic Flow Diagram of the waste to energy plant.

SCHEMATIC FLOW DIAGRAM OF THE WASTE TO ENERGY PLANT:

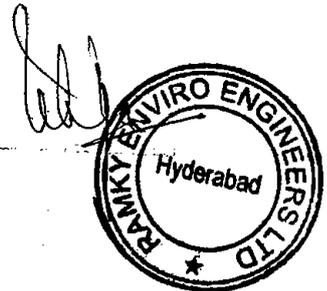


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SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION



A write-up on the process

Introduction

RDF Power Projects Limited has a technical tie-up with Mrs Lohning International Pty.Ltd, Australia for the establishment of a power project based on municipal solid waste at Hyderabad. Mrs Lohning International Pty. Ltd. and the Commonwealth Scientific Industrial Research Organisation of Government of Australia have developed improvements to the fluidised bed combustion method which is called SPOUTED FLUIDISED BED COMBUSTION SYSTEM (SFBC). This system is different from conventional fluidised bed Combustors (FBC) because of the active bed produced by the high pressure air sparge tubes. The significance of this system is the sophisticated front end sorting where non-burnables are taken out and recycled.

This has very low emission levels, which are below the current world standards. To date more than 10 high temperature fluidised bed combustion plants based on this technology are built in Australia and overseas and they are being operated most successfully.

The combustion unit is designed on a "modular concept" which makes it easy to produce, transport and to install it on site. The unit includes COMPUTERISED CONTROL SYSTEM for an accurate and safe process operation. In the furnace an effective burning is achieved by adjusting the combustion conditions. This is automatically controlled and monitored.

Process:

When the municipal solid waste is placed on the conveyor belt for processing, the ferrous, non-ferrous metals and glass will automatically be sorted out from the incoming waste. The sorters pick out nasties such as dry cell batteries by hand before they reach furnace. This system ensures the minimum exposure of people to rubbish during the processing and establishes a working area which is CLEAN AND SANITARY.

The combustible material is thus segregated and carried on the conveyor belt. After shredding, the aqueous rubbish such as vegetables and fruits are squeezed by screw press to remove the water.

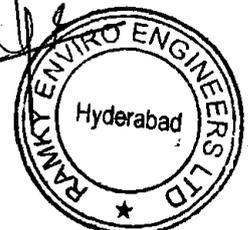
The above sorting, shredding and dewatering technique results in the calorific value of the refuse entering the furnace to rise to a much higher level. The Spouted Fluidised Bed Combustor burns the waste with upto 65% moisture. Only LPG is used as an igniter at the start of combustion for the first four hours. After this, the combustion will be self-sustaining using only the garbage as fuel. Because of the high calorific value obtained in the segregated refuse, using pre-treatment preparation, no auxiliary fuel is required during the combustion process.

Power Generation:

The waste heat recovery, steam generation and power production can be combined with the Spouted Fluidised Bed combustor Unit. The heat generated by the waste combustion process is sent to a boiler to produce steam and the steam is then fed to a turbine generator thereby producing electricity.

There is no electric power consumption from the public utility. The plant is designed to combust the municipal waste and generates electricity of which 10% is used within the plant and the remainder is supplied to AP Transco. The power is delivered to the HV network typically a 11 KV or 22 KV system.


SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION





आन्ध्र प्रदेश ANDHRA PRADESH

862028

Sl. No. 21359 Date 18/05/06 Rs. 100/-
 Sold to D. Srinivas Rao
 Of No. 510, D. Kannabai, K/o Hyd
 For Whom R.E.F. Power Projects United, Hyd

G. SAILAJA

S.V.L. No. 61/93 R.L. No. 21/05.
 246/3RT, S.R. Nagar, Hyderabad - 38.

Supplementary Memorandum of Understanding:

The Supplementary Memorandum of Understanding is made and entered into on 18th May 2006.

BETWEEN

The Municipal Corporation of Hyderabad, a body Corporation constituted under Hyderabad Municipal Corporation Act 1955, having its Head Office at Tankbund, Hyderabad-500 029. (Hereinafter referred as the Corporation) on the first part.

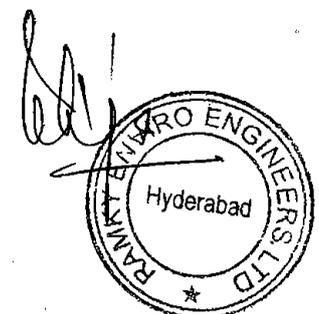
AND

M/s. RDF Power Projects Limited, a company incorporated under the Indian Companies Act 1956 having its Registered Office at 401, Galada Towers, adjacent Lane to Pantaloons, Begumpet, Hyderabad - 500 016, represented by Sri. D. Srinivas Rao S/o. D. Kannabai, Managing Director (Hereinafter referred as the Company) on the second part.

For RDF POWER PROJECTS LTD.


 Managing Director


 SPECIAL COMMISSIONER
 GREATER HYDERABAD MUNICIPAL CORPORATION



The Government of Andhra Pradesh in G.O.Rt. No. 1479 MA dated. 28.10.2005 issued orders permitting Commissioner, Municipal Corporation of Hyderabad to make changes to Clause 12 and 14 to the Memorandum of Understanding dated 18.05.2005. Clause 12 and 14 should now be read as follows

Clause 12:

M/s. RDF Power Projects Limited would procure land at its own cost within 50 km of the city center and secure necessary clearances as may be required

Clause 14:

M/s. RDF Power Projects Limited, Hyderabad shall have exclusive rights to sell and or dispose off the fuel and reclaimed material for such consideration and on such terms and conditions, as it may deem fit and proper. It is the responsibility of the company to dispose off the factory rejects at the designated places identified by the corporation within a radius of 20 kms from the plant. The corporation intends to make efforts to identify the land within the 20 km. During the pendency of this process RDF would dispose the factory waste at location specified by Municipal Corporation of Hydershad irrespective of the distance at its own cost including at its own site of the RDF Power Projects Limited.

M/s. RDF Power Project Ltd. had acquired 26 acres of land at survey No. 31.35 in Chinnaravulapally Village, Bibinagar Mandal, Nalgonda, District on 04.11.2005 to set up the MSW Processing and Power Plants. The AP Pollution Control Board has granted Consent for Establishment of the plant at the said site in order No. 181/PCB/CFE/RO-NL/G/2005 dated. 01.03.2006.

For and on behalf of the Company:

For and on behalf of the Corporation:

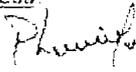
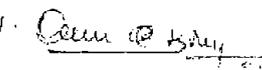
For RDF PCL

... LTD,

Managing Director
D. Srinivas Rao
Managing Director
RDF Power Projects Limited


Commissioner
Municipal Corporation of Hyderabad

Witness:

- 1. 
- 2. 


**SPECIAL COMMISSIONER
GREATER HYDERABAD MUNICIPAL CORPORATION**

